

# October 30, 2024

**REQUEST FOR PROPOSALS #RFP-2024-002 ENGINEERING AND RELATED SERVICES TASK ORDER CONTRACT**

The Town of Bowling Green is requesting proposals from qualified firms to provide professional engineering and related services, on an as-needed basis and as further described in the Scope of Services (Appendix A).

QUESTIONS: Must be received at least seven (7) days prior to the due date and must be sent in writing via email to:

Mr. J.C. LaRiviere, JD

Director of Community Development & Partnerships

Email: communitydevelopment@townofbowlinggreen.com

PROPOSAL DUE DATE AND TIME: **December 2nd, 2024 at 4:30 PM (EST)**

Town of Bowling Green Town Hall

117 Butler Street

Bowling Green, VA 22427

**ADDENDA: Subsequent addenda will only be posted to eVA and the Town’s website. It is the Offeror’s responsibility to obtain addenda and acknowledge receipt.**

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# SECTION 1.0 - INTRODUCTION

The Town of Bowling Green (**“Town”**) is soliciting proposals from qualified firms to provide engineering and related services under a Task Order Contract (“**Contract**”), with specific projects to be performed on an as-needed basis pursuant to a written task order (“**Task Order**”) issued by the Town’s authorized representative, incorporating by reference the terms and conditions of this RFP and all Contract Documents (defined in Appendix B). The Town intends to enter into a Contract with an engineering firm, and to negotiate specific Task Orders on an as-needed basis. The Contract will be for an initial period of one- year and may be renewed for three additional one-year terms upon mutual agreement of both parties.

Over the next five years the Town expects to have multiple projects, including those already identified in the Town’s Capital Improvements Plan and others identified as needed by the Town, which will necessitate engineering and related services. A non-exclusive list of specific types of projects and tasks (collectively, “**Tasks**”) that may be needed is included in the Scope of Services (Appendix A).

The scope, time, manner and place of performance of each Task shall be as directed by the Town in a Task Order. To arrive at the Task Order's scope, time, manner and place of performance, and cost, the Town may request a consulting firm to provide a proposal for the Task (**“Task Order Proposal”**) with not-to- exceed prices for the services involved in the Task, in which case the consulting firm shall promptly submit a Task Order Proposal. The Town reserves the right to negotiate the scope and cost of the Task with the consulting firm, and to reject the consulting firm’s Task Order Proposal if the scope or cost is unacceptable to the Town. The Town may then issue a Task Order based upon the Task Order Proposal or as negotiated with the consulting firm, or the Town may decline to issue a Task Order at its discretion.

The Town, in its sole discretion, reserves the right to procure any Task or any project at any time, through a separate procurement process, rather than award it through this Contract.

# SECTION 2.0 – INSTRUCTIONS, TERMS AND CONDITIONS

Submission of Proposals - Proposals submitted by an offeror (**“Offeror”**) must comply with all the requirements contained in this RFP. The Proposal must be in a container (box, envelope, etc.) that is completely and properly identified. The face of the container shall indicate the RFP number, RFP title, and contact information so that the Offeror may be notified of the date and time the proposal is received by the Town. Proposals must be received by the Town Manager BEFORE the Proposal Due Date and Time. Proposals may either be mailed, hand delivered (Monday, Wednesday, Friday 9:00 A.M. to 5:00 P.M., excluding holidays) or placed inside the Town’s Secure 24-Hour Drop Box (located on the front of Town Hall- 117 Butler Street, Bowling Green Virginia, 22427) and addressed to:

Town of Bowling Green

Attn: Town Manager

P.O.BOX 468

Bowling Green, Virginia 22427

No liability shall be attached to the Town of Bowling Green or any Town employee due to the premature opening of an improperly addressed or improperly identified proposal. When improperly addressed and/or identified proposals are received, the Offeror agrees that it assumes the sole risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. The Town reserves the right to declare such a proposal as non-responsive. Offerors are required to use due diligence and a high standard of care prior to the submission of a proposal and affirm their proposal meets all the requirements of this RFP prior to submission.

Proposals shall be submitted with one original (1) and two (2) copies, properly signed in ink in the proper spaces, and submitted in a sealed opaque envelope. An electronic copy of the proposal (pdf format) shall be submitted, along with the hard copies, on a USB or other commonly used media.

1. Proposal Format - Proposals shall provide a precise and concise delineation of the Offeror’s capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Offerors shall respond to the RFP with a written proposal in the format outlined below. The proposal shall include as a minimum the following sections arranged in the specified order:
   1. Executive Summary Letter
   2. Table of Contents
   3. Administrative Requirements
   4. Team Experience and Organizational Capabilities
   5. Understanding of Scope and Requirements
   6. Workload and Relevant Project Experience
   7. Appendices D – I to the RFP
2. Late Proposals - LATE proposals will not be accepted and may be returned to Offeror UNOPENED or destroyed, in the Town’s sole discretion. No proposals will be returned without the RFP number, acceptance date and Offeror's return address clearly shown on the outside of the container.
3. Authority to Bind Firm in Contract - Proposals MUST provide the complete business name and address of Offeror. The person signing the proposal must include documentation demonstrating his or her TITLE and their AUTHORITY TO BIND THEIR BUSINESS IN CONTRACT.

Business name and authorized signature must appear on the proposal in the space provided on the RFP submission form (Appendix D). Failure to place original signature of person authorized to bind offeror on the proposal will disqualify it.

1. Exemption from and Payment of Taxes - The Offeror acknowledges that the Town of Bowling Green is tax exempt. Offeror agrees that it shall be solely responsible for and pay all taxes due pursuant to its performance under the Contract as required by law.
2. Inquiries - Inquiries pertaining to Request for Proposals must be submitted in writing as directed on the cover page of this RFP. All inquiries must INCLUDE RFP number, title and due date.

Offeror shall address inquiries, if any, in writing to the Director of Community Development & Partnerships, who alone is empowered to clarify such inquiries, not later than ten (10) days before the due date of the Proposals.

1. Rights of the Town of Bowling Green - The Town reserves the right to reject any and all proposals, to waive technicalities and irregularities, to cancel the procurement, or to advertise for new proposals at any time during the procurement process prior to award of a contract.

The Offeror agrees that it shall not be entitled to any indemnity in respect to claims, demands, proceedings, damage costs, charges and expenses, whatsoever, arising out of such rejection or cancellation. Proposals may be considered irregular and may be rejected, in the Town’s sole discretion, for, but not limited to, the following reasons:

* 1. If there are any unauthorized additions, conditional or alternate proposals, or irregularities that make the proposal incomplete, indefinite or ambiguous as to its meaning.
  2. If there is a lack of any of the required documents, or the required documents are not complete, and/or the lack of required signatures.

Offerors may be disqualified and their proposal rejected for, but not limited to, the following reasons:

1. More than one proposal for the project is submitted for an individual firm, business, partnership or corporation under the same name or different name.
2. There is evidence of collusion between Offerors or any other Party.
3. Falsification of any documents submitted with a proposal.
4. Faith-Based Organizations - The Town, in procuring goods or services, does not discriminate against faith-based organizations on the basis of the organization's religious character.

A faith-based organization contracting with the Town (i) shall not discriminate against any recipient of goods, services, or disbursements made pursuant to a contract authorized by this section 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 (ii) 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. Nothing in clause (ii) shall be construed to supersede or otherwise override any other applicable state law. Nothing in this section shall be construed as barring or prohibiting a faith-based organization from any opportunity to make a bid or proposal or contract on the grounds that the faith-based organization has exercised the right, as expressed in 42 U.S.C. (§ 2000 e-1 et seq.), to employ persons of a particular religion.

1. Ethics in Public Contracting - The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, are incorporated into all contracts solicited or entered into by the Town. The provisions referenced above apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act (Va. Code §2.2-3100 et. seq.), the Virginia Governmental Frauds Act (Va. Code §18.2-498.1 et. seq.), or Article 2 or 3 of Chapter 10 of Va. Code Title 18.2. Violations of the Code of Virginia shall be punishable as provided therein, without

limiting the Town’s civil remedies. Further, the Town reserves the right to immediately terminate a contract if a violation arises of any of the Virginia Code provisions referenced in this section.

1. Competition Intended - It is the Town's intent that this RFP encourages competition. It shall be the Offeror's responsibility to advise the Town in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restrict or limit the requirements stated in this RFP to a single possible source. Such notification must be received by the Town not later than fifteen

(15) days prior to the date set for acceptance of proposals and include detailed information, evidence, and documentation supporting the assertion.

1. License Requirement - Offerors awarded a contract will be required, unless exempt by law, to be properly licensed by all applicable authorities to include in accordance with the Town’s Business, Professional, and Occupational Licensing (BPOL) Tax Ordinance. Questions concerning BPOL should be directed to the Department of Finance, telephone (540) 338-7421.
2. Proprietary Information - It is the responsibility of each Offeror to invoke and comply with Va. Code Section 2.2-4342(F) in order to protect trade secrets or proprietary information submitted to the Town.
3. The Town of Bowling Green is committed to fostering the utilization of Disadvantaged Business Enterprises (DBEs) in all its procurement activities. MBE/WBE firms are encouraged to submit proposals. Proposers must comply with the following: the Presidents’ Executive Order # 11246 prohibiting discrimination in employment regarding race, color, creed, sex, or national origin; the President’s Executive Orders # 12138 and 11625 regarding utilization of MBE/WBE/DBE firms; and the Civil Rights Act of 1964. Bidders must certify that they do not or will not maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed, or national origin.
4. Sub-Contractors - Offerors shall include a list of sub-contractors to be retained to perform services under this request in their proposal. Proposals shall also include a statement of the sub- contractors' qualifications and licensure status. The Town reserves the right to reject the successful firm's selection of or use of any sub-contractor at any time. The Town recognizes that future task orders under the contract may require additional sub-contractors to be retained for work currently unspecified. The selected firm shall notify the Town when this occurs and the Town reserves the right to reject these sub-contractors.
5. Insurance - The Contractor shall comply with all insurance requirements during the contract period as detailed in Appendices B and C to this RFP.
6. Cost for Services – Do not include with the proposal an estimate of the cost to provide services, or hourly service rates.
7. Addendum and Supplement to Request - If it becomes necessary to revise any part of this RFP, or if additional data is necessary to enable an exact interpretation of provisions of this RFP, revisions will be posted on eVA and on the Town website in the form of addenda. It is the Offeror’s responsibility to obtain addenda and acknowledge receipt.
8. Withdrawal of Proposal
   1. Proposals may be withdrawn upon written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.
   2. Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposal.
9. Prohibition on Sub-Contracting - No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to, or perform any subcontract or other work agreement for, the person or firm to whom the Contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.
10. Validity of Proposal - The proposal shall remain valid for Ninety (90) days from the due date of the proposals.
11. Offeror’s Acceptance of Award - The Successful Offeror shall, within fifteen (15) days from the date the Town issues its Notice of Award, sign the Contract and submit to the Town the insurance endorsements and certificates as required under the Contract. Failure to do so will cause the proposal to be considered withdrawn.
12. Preparation of Proposal - Each Offeror’s proposal must fully comply with all terms and conditions of the RFP, or it will be rejected. The Offeror shall carefully examine the RFP and satisfy itself as to the risks, obligations, and responsibilities to be undertaken in the contract. All costs in connection with the inspection of the services to be provided and the preparation of the proposal shall be borne by the Offeror. All proposals must be typed and bound. Handwritten proposals will, without exception, be rejected and will not receive consideration.
13. Brand Name or Equal - Unless otherwise provided in the RFP, any catalog, brand name, or manufacturer’s reference contained in the RFP does not restrict bidders to the specified brand, make or manufacturer names; such reference is intended to convey the general style, type, character, and quality of the articles desired by the Town, and any article will be accepted by the Town if it determines, in its sole discretion, such article to be the equal of that specified in the RFP, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Nothing in this paragraph is intended to conflict with Federal contract provisions that specify domestic preferences for procurements. If a contradiction exists, then 2 C.F.R 200.322 shall prevail.
14. Award of Contract - Awards made in response to the RFP will be made to the highest qualified Offerors whose proposals are determined, in writing, to be the most advantageous and in the best interest of the Town, taking into consideration the evaluation factors set forth in the RFP, from information in the Offeror’s written proposal, subsequent interviews, reference checks, and any other sources developed by the Town during the procurement process.
15. Notice of Award - A formal notice of award and/or intent to award will be posted on eVa and the Town website for ten (10) calendar days.
16. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth:
    1. A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
    2. A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include with its proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
    3. Any bidder or offeror described in subsection b that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures to implement this section is granted by the Town Manager.
    4. Any business entity described in subsection a that enters into a contract with a public body pursuant to this chapter 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.

* 1. The Town may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

# SECTION 3.0 – EVALUATION CRITERIA AND SELECTION PROCESS

1. Selection Factors – The Town will select a group of employees to evaluate the proposals (**“Proposal Analysis Group”**). The Proposal Analysis Group will independently read, review and evaluate each proposal on the basis of the criteria listed below:
   1. Administrative Requirements
      1. Arrangement of proposal according to format given in Section 2.2, and inclusion of an Executive Summary Letter, Table of Contents, and Appendices D – I to the RFP.
      2. The firm must be of a high ethical and professional standing, and employees in charge in the firm must be registered professional engineers in their state of residence and also registered professional engineers in the Commonwealth of Virginia. The reputation and character of a Contractor will be determined, in part, by inquiries with previous clients and other references.
      3. The Contractor’s businesses must be registered and authorized to do business in Virginia.
      4. Prior to submitting a proposal in response to the RFP, each Offeror shall conduct an internal review to determine whether there is any relationship between the Offeror or its personnel, and the Town, and shall identify such relationships.
      5. If a relationship between the Offeror, or its personnel, and the Town is identified, the Offeror shall submit in writing a statement of the nature of the relationship, so that a determination can be made concerning the existence of a conflict of interest, or a competitive advantage. The Town will make such determination in its sole discretion, and in so doing will consider whether such a conflict or competitive advantage, if one is determined to exist, may be mitigated. If the Town determines that a conflict of interest or competitive advantage exists and cannot be mitigated, then the Offeror’s proposal will be rejected.
   2. Team Experience and Organizational Capabilities
      1. The education, experience, and qualifications of the Offeror, as a firm, in performing the specific services sought in the procurement.
      2. The individual education, experience, and qualifications of each professional and technical staff member who will work on the Tasks arising under the Contract, including the Project Manager and key staff engineers. Resumes of all such individuals should be included in Appendix E.
      3. The collective education, experience, and qualifications of the Offeror’s identified team.
      4. Management ability – clear responsibility should be vested in one individual, the project manager, for each project that the team handles. The Town must be assured that this person’s attention and participation will actually be devoted to the Town’s project(s).
      5. The extent of in-house capabilities of the Offeror to perform specialized services required by the project. Each Contractor shall be capable of performing all necessary tasks of the assignment with his own organization and associated Contractors. The Contractor may utilize, with prior written consent of the Town, other firms to perform specialized

services, such as aerial and ground surveys, obtaining geologic borings, and making exhibits.

* + 1. Communication and coordination with clients, permitting authorities, and other stakeholders.
    2. Facilities and equipment owned by the Contractor, including computer capability, reproduction and communication equipment, laboratory and testing equipment, or other specialized equipment applicable to the project(s).
    3. Financial standing of the Contractor. Provide a certified financial statement.
  1. Understanding of Scope and Requirements
     1. Offeror’s complete and detailed understanding of the project scope and requirements.
     2. Knowledge and productivity in the technical area(s) relevant to the particular engagement. These skills should be derived both from formal education and training and from successful experience in applying the required technical skills on prior similar projects for similar clients.
     3. Evidence that the individuals have already produced solutions and results that are practical, realistic and useful to clients as they apply or related to the specific needs of the Town.
     4. The Offeror’s approach to the planning, organizing and managing a project effort, including communication procedures, approach to problem solving, data gathering methods, evaluation techniques and similar factors.
     5. Sensitivity to community involvement.
     6. Familiarity of the Offeror with applicable federal, state and local regulation, criteria, standards and procedures with respect to planning, design and approval of the project.
     7. Acknowledge and describe any proposed deviations from the Scope of Services.
     8. Acknowledge and describe any proposed deviations from the Contract Requirements. Inability to meet Contract Requirements may disqualify the Offeror.
  2. Workload and Relevant Project Experience
     1. Offeror’s current and projected workload.
     2. Include a description of five relevant projects completed within the last five years that best illustrate capabilities related to those required for this project, including:
        1. Information on delivery of projects on time. Provide contract design execution time and actual design execution time. Provide estimated construction schedule and actual construction schedule (if known).
        2. Information on delivery of project within budget. Provide contract design cost and actual design cost. Provide estimated construction cost and actual construction cost (if known).
        3. Describe problems encountered and solutions devised.
        4. Provide client contact information.
     3. Descriptions of projects completed by subcontractors are not required. This may be required by the Town before approval of subcontractors under future task orders.

1. Evaluation and Selection Process

Each member of the Proposal Analysis Group will independently read and evaluate each proposal based on the following weighted values:

|  |  |
| --- | --- |
| Criteria | Maximum points |
| Administrative Requirements | 25 |
| Team Experience and Organizational Capabilities | 25 |
| Understanding of Scope and Requirements | 25 |
| Workload and Relevant Project Experience | 25 |
| Total | 100 |

The individual scores will be compiled to determine the preliminary ranking of firms. The Proposal Analysis Group will conduct interviews and have discussions with the top ranked firms.

At the interview stage, the Offeror may be asked to submit pricing forms containing a non-binding schedule of the hourly rates for the various categories of staff and any other fees that may be applicable and billed (**“Non-Binding Rate/Fee Schedule”**). The Offeror’s Non-Binding Rate/Fee Schedule should include a rate for all labor categories that the Offeror anticipates using on the project. Minimum experience is indicated in parentheses for each category. *Rates included herein should correspond as closely as possible to the actual rate category identified in the individual firm’s fee/rate schedule even though the category titles may differ.*

* 1. Principal (Corporate Officer of Partner)
  2. Project Manager (Registration + 10 years experience + 3 years experience as Project Manager)
  3. Architect/Engineer 1 (Registration + 7-10 years experience)
  4. Architect/Engineer 2 (Registration + 5-7 years experience)
  5. Architect/Engineer 3 (3-5 years experience)
  6. Technician 1 (5-7 years experience + required certifications for type)
  7. Technician 2 (3-5 years experience + required certifications for type)
  8. Administrative (3 years general office experience)
  9. Non-salary direct costs

Once these interviews and discussions are completed, the Proposal Analysis Group will finalize the rankings. Final negotiations for a binding schedule of rates and fees will begin with the top ranked firm (**“Binding Rate/Fee Schedule”**). If a contract acceptable to the Town cannot be negotiated at a price considered fair and reasonable, negotiations shall be terminated with the top-ranked firm and negotiations conducted with the next ranked firm, and so on, until a successful contract can be negotiated. Authorized Town representatives will conduct all subsequent negotiations and will make a recommendation to the Town Manager for the contract award or rejection. The Town may award multiple contracts under this approach if in the Town’s best interests and at the sole discretion of the Town.

Within ten (10) days of selection, the prime Contractor shall submit a package that includes their cost proposals and cost proposals for all of their proposed Sub-Contractors that provide a breakdown of all costs and documentation supporting the proposed costs as described below:

1. Direct Labor Costs
   1. A listing of the proposed average hourly rates per classifications including the employee names and hourly pay rates used to determine the average hourly rates per classification supported by actual payroll registers for each employee proposed.
   2. A calculation showing how the escalation was derived with the breakdown of escalation amount per year of contract performance. Escalation is limited to 0.5% for the first renewal term, and 1% for all subsequent renewal terms.
   3. Principals, partners, executives, etc. are considered administrative, whose costs should be included in the overheads. If a principal performs technical services, they can bill at the comparable rate to the technical activity or function being performed.
2. Indirect (Overhead) Cost
   1. Federal Acquisition Regulation (**“FAR”**) audit approval letter from ACO, or an audit performed in accordance with the FAR by an independent CPA firm or cognizant government agency no older than 18 months.
   2. In the absence of the FAR audit the Town will allow up to 75% for the overhead rate to be used in the cost proposal and based on supporting documentation submitted by the Contractor.
   3. The FAR audit requirement is waived for Sub-Contractors’ whose cost proposal amount is less than $200,000. The Town requires documentation in support of the proposed overhead rate.
3. Non-Salary (Other) Direct Cost
   1. Costs for employees on travel status are limited to the Town travel policy for lodging, per diem, and mileage rates.
   2. All in-house developed rates proposed should be supported by proper source documentation.
   3. All other direct costs proposed should be reasonable, based upon actual costs, and in accordance with Town Policy.

**SECTION 4.0 - APPENDICES A through I**

# APPENDIX A - SCOPE OF SERVICES

Over the next five years, the Town expects to have multiple projects, including those identified in the Town’s Capital Improvements Plan, the Town’s Corrective Action Plan pursuant to an active Consent Order with the Virginia Department of Health, and others identified on a continuous basis that will require various engineering and/or related services. The list of possible services is provided below. Offerors should demonstrate the ability to provide a majority of the services listed and identify those that they plan to provide by subcontracting. The Town may select multiple contractors based on their skills and abilities to provide the services identified, but each contractor does not necessarily have to be capable of providing all the skills listed.

Services required under Task Order One, the Town of Bowling Green Hydrogeologic Source Evaluation, to be executed under the contract will include:

* **Drinking Water System**
  + Contractor Technical Specifications
  + Packer Testing
  + Contractor Management/Field Oversight
  + Water Quality Analyses
  + Technical Memorandum

Services may be required under subsequent task orders, and not be limited to, those listed below:

* **Wastewater System**
  + Sewage booster pumping stations
  + Trunk sewers and collector systems
  + Hydraulic modeling to include future I&I studies and pump station remediation
  + Master Planning
  + Wastewater treatment and regulatory services
  + Process control assistance
  + Updating the Wastewater Environmental Management System (EMS) plan
  + Replacement or integrity confirmation of bulk chemical storage tanks
  + Permit renewal assistance
  + Industrial User Survey & development of a pretreatment program if necessary
  + PFAS and Gross Alpha remediation plan
  + Assistance with plant upgrades (primary screens, generator replacements)
* **Water System**
  + Water storage tanks and related rehabilitation, painting, site plans
  + Water transmission and distribution mains
  + Water booster pumping stations
  + Hydraulic Modeling
  + Master Planning
  + Water treatment and water quality services, including familiarity with disinfection byproducts, PFAS, lead and copper, and general water quality concerns related to potable water
  + Water Resources
  + Preliminary Engineering Reports
  + Water treatment design & construction, including pilot testing, engineering drawings and construction oversight
  + Filter rehabilitation
  + Preparation of deliverables to meet state and federal requirements
  + Maintenance engineering services for utility rehabilitation and/or replacement projects
  + Unidirectional flushing program update
  + Process control assistance
* **Storm Water**
  + Storm Water Collection & Conveyance Systems
  + Storm Water Detention/Storage
  + Storm Water Best Management Practices associated with water quality requirements
  + Storm Water Utility Development and Implementation
  + Chesapeake Bay Act Compliance Review Assistance
* **Environmental Studies**
  + Wetland Delineation and Mitigation
  + UST Removal and Remediation
  + SERP & NEPA
  + Threatened and Endangered Species Regulatory Compliance
  + Water Quality Impact Assessments
* **Surveying**
  + Property/Boundary Surveys
  + Preparation of plats for R/W dedication and easements
  + GPS of surface features and pipe elevations, especially related to water, sanitary sewer, and storm water system components.
* **Geographical Information Systems (GIS)**
  + Creation of the Town’s GIS system which may include, but not be limited to, zoning map layer, a public land/easement layer, and public infrastructure mapping for sanitary sewer, water, and stormwater infrastructure.
* **Architectural Services**
* **Design for electrical systems, HVAC & plumbing**
* **Structural Engineering**
* **General**
  + Environmental Management Systems
  + Instrumentation and SCADA systems
  + Peer review services and related engineering services to review work by others
  + Project Cost Estimates
  + Public Education Programs
  + Green Initiatives
  + Grant writing assistance
  + Asset management assistance
  + Floodplain updates
  + Commission and Special Exception permitting
  + Generator upgrades
  + Other like requirements as they develop. Other subspecialties that may be required, including lighting, electrical, and appraisals for easements/right-of-way.

# APPENDIX B – CONTRACT

**ENGINEERING AND RELATED SERVICES TASK ORDER CONTRACT**

THIS CONTRACT, is made this day of 20 , by and between the Town of Bowling Green, Virginia, a municipal corporation, hereinafter called "Town" and

, (an individual or a Partnership or a Corporation), authorized to transact business in Virginia, hereinafter called "Contractor".

The Parties hereby agree as follows:

1. This Contract shall consist of:
   1. Town of Bowling Green’s Request for Proposals (“RFP”)
   2. Contractor’s Proposal
   3. Contractor’s Binding Rate/Fee Schedule
   4. This Contract
   5. Notice of Contract Award
   6. Notice to Proceed
   7. Change Order(s)
   8. Appendices A though I to the RFP
2. Conflict. To the extent that the RFP, Contractor’s Proposal, Contractor’s Binding Rate/Fee Schedule, or any Task Order conflict with this Contract, the terms and conditions of this Contract shall control.
3. Contract Term. The contract is limited to a term of one year or when the cumulative total project fees reach the maximum authorized in this RFP, whichever occurs first. The contract may be renewed for three additional terms at the option of the Town. Any unused amounts from one contract term shall not be carried forward to any additional term.
4. Provision of Services
   1. Contractor shall provide the scope of services set forth in Appendix A (“Scope of Services”) in accordance with Contractor’s Schedule of Rates.
   2. All services provided by or through Contractor pursuant to this Contract or any Task Order issued hereunder shall be performed with the professional skill and care ordinarily provided by architects, engineers, and consultants practicing in the same or similar locality under the same or similar circumstances.
   3. No substitutions by Contractor of key personnel it has proposed will be permitted without written approval by the Town.
   4. The extent, timing, and character of services furnished by Contractor are subject to the exclusive general control of the Town.
   5. The Contractor shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described in the Task Order.
   6. Contractor shall ensure all services provided pursuant to this Contract are consistent with all applicable federal, state, and local laws, including without limitation, professional registration and licensing requirements.
   7. Contractor is hereby notified and agrees that any project with the Town involving the use of American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended (“ARPA”) funding must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury (“Treasury”) governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule: 86 Fed. Reg. 26,786 (May 17, 2021), the Final Rule: 87 Fed. Reg. 4,338 (Jan. 27, 2022) and any additional rules as enacted by the Treasury), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds.
   8. Task Order Proposal. The time, manner, scope and place for performance of services shall be provided by the Contractor in accordance with the Contract, and as directed by the Town in a written Task Order, or written Task Orders, issued to the Contractor by the Town’s authorized representative. To arrive at the Task Order's price, time, manner of performance and scope, the Town may request the Contractor to provide a proposal for any specific Task, in which case the Contractor shall promptly submit a Task Order Proposal. The Town may then issue a Task Order based upon the proposal or as negotiated with the Contractor, or the Town may decline to issue a Task Order at its discretion. No Task Order shall modify the terms and conditions of the Contract. The Task Order Proposal shall include a not-to-exceed price for the services involved in the Task. In addition, the Task Order Proposal shall include the following information, along with documentation to support the proposed costs:
   9. Description of the scope of the work
5. Proposed schedule, including a date for Task completion, and the submission of all plans and reports to the Town.
6. Man-hours
   1. Required for each task, stage or element, by each category or personnel
7. Average hourly rates
   1. Required for each category of personnel with payroll register or similar supporting documentation
8. Estimated direct costs
   1. The allowable lodging and meal and incidental expense rates to be used should not exceed allowed in the Town Travel Policy.
   2. Contractor travel reimbursement is limited to the rates stipulated in the Town Travel Policy.
   3. The acquisition of any individual item or service costing more than $5,000, but no more than $50,000 shall be supported by at least four (4) written quotes from DMBE-certified small businesses, if available.
   4. Contractors which normally work on a unit price basis probably cannot provide support for their unit prices; however, they should provide a copy of their standard fee schedule and shall attest that the fees contained thereon are their normal fees for such services.
9. Sub-Contractor costs
   1. Contractor administrative mark-ups on costs for the managing of sub-Contractors, in addition to the overhead, labor, and fixed fee are not allowed.
10. Payroll Burden & Overhead Rates
    1. Audited in accordance with the Federal Acquisition Regulation (FAR). Rates should be for a period not older than eighteen (18) months.
    2. The Contractor and all sub-Contractors must comply with the FAR audit rate requirement within ten (10) working days of being notified of selection.
    3. The overhead audit shall be performed by an independent CPA firm or cognizant government agency.
    4. FAR audits are not required for Contractors or sub-Contractors whose fees are estimated to be less than $200,000.
11. Delivery. The Contractor shall commence and complete each Task in accordance with the terms of the Task Order and all other Contract terms. Contractor shall keep the Town advised at all times of the Task Order status. Without limiting the Town’s other remedies, a default in promised delivery or failure to meet Contract specifications by the Contractor authorizes the Town’s Director of Engineering, Planning & Development to purchase supplies, equipment, or services elsewhere and charge full increase in cost and handling to defaulting Contractor.
12. Correction of Errors. The Contractor shall check for accuracy in any reports, and the design, drafting and details of final plans prior to their submission to the Town. The Contractor will be required, without additional compensation, to correct any errors, including but not limited to omissions, discrepancies and ambiguities, in any services performed in fulfillment of the obligations of this Contract, and shall also reimburse the Town for any costs incurred by the Town. Acceptance of the plans or reports by the Town shall not relieve the Contractor of the responsibility for correcting errors discovered after such acceptance. Costs incurred by the Contractor in correcting errors in the plans or reports and reimbursing the Town for costs incurred by the Town as a result of such error shall be maintained in a separate account. Such account shall be clearly coded and identified, and shall be subject to audit. Such costs shall not be billed to the Town as a direct charge or an overhead item.
13. Procedures. The extent and character of the Tasks to be performed by the Contractor shall be subject to the general control and approval of the Town’s Director of Engineering, Planning & Development or his/her authorized representative(s). The Contractor shall not execute a request or other orders issued by anyone other than the Director of Engineering, Planning & Development or his/her authorized representative(s) acting within their authority for the Town. The Town will issue a Purchase Order for each authorized Task. The Contractor shall perform only that work for which they have received a Purchase Order, approving such work.
14. Employment Discrimination by Contractors Prohibited
    1. During the performance of a contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin, age, disability, status as a service disabled veteran, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
    3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement of this section.
    4. The Contractor shall include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each sub-contractor or vendor.
15. Drug-free Workplace Maintained. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with the Contract Documents, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, or possession or use of any controlled substance or marijuana during the performance of the contract. During the performance of the work described in the Contract Documents, the Contractor shall: Provide a drug-free workplace for the Contractor’s employees;
    1. 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;
    2. 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
    3. 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 sub-contractor or vendor.

1. Compliance with Immigration Law. The Contractor does not, and shall not during the performance of the Contract and any contracts entered into thereunder, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
2. Safety. All Contractors and sub-contractors performing services for the Town shall comply with OSHA and VOSH standards and all applicable safety rules, regulations and industry safety best practices.
3. Indemnification and Hold Harmless. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town including its Council members, officers, agents, employees, and volunteers from any claims, damages, suits, actions, liabilities, and costs of any kind or nature, whether at law or in equity, to the extent caused by the negligent actions, errors, or omissions of the Contractor, any sub-contractor of the Contractor, any employee, agent, or assign of the Contractor or any sub-contractor of the Contractor, and for those whom the Contractor is legally liable. The Town shall have the right to approve or reject any attorney selected to defend the Town. Said indemnification and defense shall include the cost, through all available appeals, of all attorneys’ fees, all investigations, and all other expenses reasonably necessary for litigation and final appeals on the matter.
4. Insurance. Prior to the Town executing this Contract with a Contractor, the Contractor shall submit to the Town all required endorsements adding the Town, its officers, employees and agents as additional insureds on the Contractor’s policies and any other certificates as required under Appendix C to the RFP. The Contractor shall comply at all times with all Insurance provisions set forth in Appendix C to the RFP.
5. Termination for Convenience
   1. The parties agree that the Town may terminate this Contract, and any work hereunder, any Task Order issued hereunder, or any portion of any Task Order issued hereunder, at any time,

either in whole or in part, upon seven (7) days advance written notice, whenever the Town in its sole discretion determines that such termination is in the best interest of the Town.

* 1. Termination, in whole or in part, shall be affected by delivery of a Notice of Termination signed by the Town Manager or his designee, mailed, faxed, e-mailed, or delivered to the Contractor, and specifically setting forth the effective date of termination.
  2. Upon receipt of such Notice, the Contractor shall:
     1. cease any further deliveries or work due under this Contract, on the date, and to the extent, specified in the Notice;
     2. place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
     3. terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
     4. settle all outstanding liabilities and claims that may arise out of such termination, with the ratification of the Town Manager or his designee; and
     5. use its best efforts to mitigate any damages that may be sustained by Contractor as a consequence of termination under this clause.
  3. After complying with the provisions of subparagraph “c,” above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of its termination, unless one or more extensions of three months each are granted by the Town Manager.
  4. The Town Manager, or his designee, shall pay from the using department’s budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original price of the Purchase Order issued, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.
  5. In the event that the parties cannot agree on the total amount to be paid to the Contractor by reason of termination under this clause, the Town Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:
     1. with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
        1. cost of work performed or supplies delivered;
        2. the cost of settling and paying any reasonable claims as provided in paragraph 4 (c) (iv), above;
        3. a sum as profit on (A) determined solely by the Town Manager to be fair and reasonable.
        4. the total sum to be paid shall not exceed the original price of the Task Order issued, as reduced by the amount of payments otherwise made, and as further reduced by the price of work or supplies not terminated.
  6. In the event that the Contractor is not satisfied with any payments determined to be due under this clause, the Contractor may appeal any claim to the Town Council in accordance with the terms of this Contract governing Disputes.
  7. Contractor shall include similar termination-for-convenience provisions in any subcontract and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages that may be suffered by a termination for convenience. Failure to include such provisions shall bar the Contractor from any recovery from the Town whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.
  8. The Town is not obligated to issue task orders under this Contract for any minimum amount of services, and the Town's failure to issue task orders, or to issue task orders for any minimum amount, shall not be deemed to be a termination for convenience of this Contract or a breach by the Town of this Contract.

1. Termination for Cause. Either party may terminate this Contract or any Task Order hereunder for the breach or default by the other party or its agents or employees with respect to any term or condition contained herein or in a Task Order by (a) providing written notice and a period of fourteen (14) days to cure the default or breach; and (b) if the default or breach remains uncured for fourteen (14) days after written notice, by issuing a second written notice terminating the Contract or Task Order. Notwithstanding the foregoing, Contractor's right to terminate this Contract for default or breach is limited to circumstances when the breach or default would be deemed a material breach of this Contract. If the Town terminates this Contract or any Task Order for default or breach and it is later determined that the termination was erroneous, then the termination shall be deemed to have been for convenience pursuant to Section 14 of this Contract, and Contractor's damages recoverable from the Town shall be limited to those amounts recoverable from the Town under Section 14 for a termination for convenience.
2. Ownership of Products. The Contractor agrees that all control work, compilation of notes, plans, designs, work sheets, and any and all interim and final work product and materials shall be the sole property of the Town upon Contractor’s receipt of payment. The Town shall be furnished reproducible and/or electronic copies of all plans, reports and information collected or prepared under the Contract, upon request. The Town shall be furnished duplicate copies of other materials upon request. All rights in intellectual property developed or created pursuant to the Contract shall be the sole property of the Town of Bowling Green. “Intellectual Property” includes all inventions subject to the U.S. Patent System (including but not limited to new processes, materials, compounds and chemicals), and all creations subject to the U.S. Copyright Act of 1976 (including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases).
3. Invoicing and Payment

a. Invoices shall be based upon actual services rendered and actual hours of performance. Payment terms will be Net 30 days upon receipt of an approved invoice or completion of work, whichever is later. Should an invoice have items thereon which are questioned, payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. All invoices shall be forwarded to Town of Bowling Green Accounts Payable: [ap@townofbowlinggreen.com](mailto:ap@townofbowlinggreen.com)

b. The Contractor shall submit invoices, either upon completion of the project or on a monthly basis. Invoices must include a detailed breakdown of all charges for that monthly period and the Town Task Order Number. No invoice will be paid which does not reference the Town Task Order Number.

c. Payments shall be made within 30 days upon receipt by the Town of proper billing. Billing shall be based on the hours agreed upon for performing the services multiplied by the fixed billable hourly rate as stipulated in Fee/Rate Schedule plus non-salary direct costs. In the event the hourly rates in Fee/rate schedule are misrepresented by the Contractor, the Town reserves the right to adjust the compensation paid to the Contractor to reflect the difference.

1. Payments to Subcontractors
   1. The Contractor shall take one of the two following actions within seven (7) days after the Contractor receives payment from the Town for all of, or portions of, the goods and services provided by a sub-Contractor: (a) Pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under the Contract; or (b) Notify the Town and subcontractor, in writing, of its intention to withhold all or a part of the subcontractor’s payment and the reason for such withholding. The Town will determine in its sole discretion whether such withholding is warranted. If it is warranted, the withholding may continue until the reason for the withholding is remedied. If the withholding is deemed by the Town to be unwarranted, the Contractor shall pay interest to the subcontractor on all amounts so withheld at a rate of one percent per month (Va. Code § 2.2- 4354).
   2. Pursuant to Virginia Code § 2.2-4354, the Contractor that is a proprietor, partnership, or corporation shall provide its federal identification number to the Town. Pursuant to Virginia Code § 2.2-4354, the Contractor who is an individual contractor shall provide his/her social security numbers to the Town.
   3. The Contractor shall include this provision in each of its subcontracts requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
   4. The Successful Offeror’s obligation to pay an interest charge to a Subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the Town. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
2. Examination of Records
   1. The Contractor agrees that the Town shall, until the expiration of five (5) years following the final payment for work performed under this Contract and any contracts arising therefrom, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.
   2. The Contractor shall include a similar access, examination and copying requirement to the aforementioned, in any subcontract which is for more than $10,000.
   3. In the event there is litigation involving this Contract, the Town’s rights of access, examination and copying shall continue until any litigation, appeals, claims or arbitration shall have been finally concluded.
3. Dispute Resolution - All claims by the Contractor arising from or relating to this Contract are governed by the terms and conditions of this Contract and by the Virginia Public Procurement Act. For purposes of this Contract, a "claim" by Contractor means a demand or assertion by the Contractor, seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or any other relief with respect to the terms of the Contract. Any claim by Contractor must be in writing, must state the specific relief sought, including any specific dollar amount sought, and must contain sufficient supporting information to reasonably allow its consideration by the Town.

Arbitration shall not be applicable for the resolution of disputes between the Town and Contractor.

Contractual claims, whether for money or other relief, shall be submitted in writing to the Town Manager, no later than sixty (60) days after receipt of final payment; however, written notice of the Contractor’s intention to file a claim shall be given at the time of the occurrence or at the beginning of the work upon which the claim is based.

No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Town Manager or their designee. The Contractor may not institute legal action prior to receipt of the final written decision on the claim unless the public body fails to render a decision within ninety (90) days of submission of the claim. Failure of the public body to render a decision within ninety (90) days shall not result in the Contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the public body’s failure to render a decision within ninety (90) days shall be the Contractor’s right to institute immediate legal action.

A Contractor may not institute legal action as provided in § 2.2-4364, prior to receipt of the public body’s decision on the claim, unless the public body fails to render such decision within the ninety

(90) day time frame. A failure of the public body to render a final decision within the allotted time provided herein shall be deemed a final decision denying the claim by the public body.

The decision of the public body shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final decision on the claim by the public body by instituting legal action as provided in § 2.2-4364.

1. Assignment. Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the Town Manager.
2. Waiver of Consequential Damages. Contractor hereby waives any claim of consequential damages against the Town.
3. Force Majeure and Excused Performance. Notwithstanding anything to the contrary herein, neither the Town or Contractor shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its control including, but not limited to, acts of war, strikes, riots, insurrections, compliance with laws or other governmental orders, epidemics, pandemics, inability to access facilities, fires, floods, inclement weather and acts of God, and such failure shall not constitute a breach or default under this Contract so long as the reason(s) for

any such breach is documented in writing, supported by valid evidence, and acceptable to the other party. The Town and/or Contractor will correct or otherwise cure any breach due to this provision as soon as practicable.

1. Governing Law, Venue, and Waiver of Service. This Contract shall be governed and construed in all respects by its terms and provisions, and by the laws and statutes of the Commonwealth of Virginia. Any judicial action or litigation shall be filed in the Commonwealth of Virginia, in the Courts of the County of Caroline. The Contractor expressly waives any objection to venue or jurisdiction of the Courts of the County of Caroline, Virginia. The Contractor expressly consents to waiver of service of process in an action pending in the Caroline County Circuit Court pursuant to Virginia Code Section 8.01-286.1.
2. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

# THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK SIGNATURES APPEAR ON THE NEXT PAGES

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in two copies, each of which shall be deemed an original on the date first above written.

TOWN OF BOWLING GREEN, VIRGINIA

By: (SEAL)

Name: Title:

COMMONWEALTH OF VIRGINIA COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that , as of the Town of Bowling Green, Virginia, whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this day of , 20 .

Notary Public

My Commission Expires: My Notary Registration Number:

I, the undersigned, on behalf of the Town of Bowling Green, hereby verify that the contents and form of the above Contract have been reviewed and approved.

Procurement Officer Town Attorney

J.C. LaRiviere Jeff Gore

CONTRACTOR

Contractor Name

By: (SEAL)

Signatory’s Name:

Signatory’s Title:

COMMONWEALTH OF VIRGINIA

COUNTY OF , to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that , as of

, whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this day of , 20 .

Notary Public

My Commission Expires: My Notary Registration Number:

# APPENDIX C *-* INSURANCE REQUIREMENTS

1. At all times during the term of this Contract, the Contractor will maintain a general liability policy with excess general liability (umbrella) coverage, with not less than the minimum limits that follow this paragraph. Coverage is to be on an occurrence basis only with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The Contractor’s general liability and excess liability policies must be endorsed to name the Town of Bowling Green as an additional insured. The insurance provided in the additional insured endorsement shall be primary and without contribution from such other insurance provided or available to the additional insured. Any additional insured endorsement will be rejected if it includes an exclusion of completed operations coverage, unless a separate endorsement for that coverage is attached. All endorsements must be issued by the Contractor’s insurance company. A notation of additional insured status on the Certificate of Insurance is not sufficient. Prior to the commencement of work under the Contract, the Contractor shall provide the Town with a Certificate of Insurance and all insurance endorsements evidencing compliance with all insurance requirements in this paragraph.
   1. $1,000,000 each occurrence (bodily injury and property damage)
   2. $2,000,000 general aggregate per project
   3. $2,000,000 products/completed operations aggregate
   4. $1,000,000 per person or organization (personal and advertising injury)
   5. (Excess Liability) $3,000,000 each occurrence with a $3,000,000 annual policy aggregate.
2. At all times during the term of the Contract, the Contractor will maintain workers’ compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the Contractor to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance. The Contractor will also carry employers’ liability insurance with not less than the minimum limits that follow this paragraph. Prior to the commencement or any work under the Contract, the Contractor shall provide the Town with a Certificate of Insurance evidencing compliance with all insurance requirements under this paragraph.
   1. $1,000,000 bodily injury each accident
   2. $1,000,000 bodily injury by disease each employee
   3. $1,000,000 bodily injury by disease policy limit
3. At all times during the term of this Contract, the Contractor will maintain automobile liability insurance with not less than the minimum limits that follow this paragraph. The coverage is to be written only with a symbol “1” or “any auto.” The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The Town of Bowling Green must be endorsed as an additional insured on the Contractor’s automobile liability policy. The endorsement must be issued by the Contractor’s insurance company. A notation on the Certificate of Insurance is insufficient. The insurance provided in the additional insured endorsement shall be primary without contribution from such other insurance provided or available to the additional insured. Prior to the commencement or any work under the Contract, the Contractor shall provide the Town with a Certificate of Insurance and all endorsements evidencing compliance with all insurance requirements under this paragraph.
   1. $1,000,000 each accident
4. At all times during the term of the Contract, the Contractor will maintain professional liability insurance with not less than the minimum limits that follow this paragraph. It is preferred that the coverage be on an occurrence basis. If the Contractor has professional liability insurance on a claims made basis, the Contractor shall agree that coverage will be maintained for at least three years beyond the expiration date of the policy in force at the time of this Contract. Coverage is to be with a company licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better. Prior to the commencement or any work under the Contract, the Contractor shall provide the Town with a Certificate of Insurance and all endorsements evidencing compliance with all insurance requirements under this paragraph.
   1. $2,000,000 each wrongful act
   2. $3,000,000 annual policy claims aggregate
5. All coverages required herein are to be evidenced by a Certificate of Insurance issued by the Contractor’s insurer or insurance agent. The Town’s additional insured status must be by endorsement to the Contractor’s insurance. A copy of the Certificate of Insurance and all required additional insured endorsements must be provided to the Town prior to final execution of the Contract. The endorsement(s) naming the Town as an additional insured must remain in force during the entire term of the Contract.
6. The insurance provided in the endorsements naming the Town as an additional insured required herein shall be primary without contribution from any such other insurance provided or available to the Town.
7. Waiver of subrogation required. The Contractor’s insurer shall waive rights of subrogation against the Town and its officers, officials, employees, agents, assigns and volunteers under the Contractor’s general liability, automobile liability, umbrella liability and workers’ compensation policies. The waiver of subrogation must be specified by endorsement and properly indicated on the Certificate of Insurance.
8. The Contractor’s insurer or insurance agent must provide thirty (30) days’ notice of cancellation [ten (10) days for non-payment] to the Town of any insurance or endorsements required herein. Such notice may be provided by one of the following three methods:
9. A note on company letterhead that the Town will receive such notice of cancellation. This may be on the letterhead of the agent, the broker, or the insurance company, and not include a blanket disclaimer of liability upon failure to give such notice.
10. A separate endorsement specifying the notice required, or
11. A copy of a policy provision regarding such notice.
12. The Contractor and any Sub-Contractor will not commence any work under the Contract until the Town has received all required Certificates of Insurance and endorsements.
13. Failure to maintain all required insurance, endorsements and Certificates of Insurance constitutes grounds for immediate termination of the Contract by the Town or cessation of all activities by the Contractor until all insurance requirements are met, at the sole discretion of the Town.
14. The Contractor shall require the same insurance coverage from its Sub-Contractors as the Town requires of the Contractor under this Contract. Compliance by the Contractor and any of its Sub- Contractors with the insurance requirements under this Contract shall not relieve the Contractor or any Sub-Contractors of their liabilities and obligations under this Contract.
15. Nothing contained herein shall be construed to create a contractual relationship between the Town and any Sub-Contractor of the Contractor. The Contractor shall be fully responsible to the Town for the acts and omissions of the Contractor’s employees, the Contractor’s Sub-Contractors, and the employees of any Sub-Contractor.
16. In the event the Contractor cannot meet the specifications required by these insurance requirements, alternate insurance coverage, satisfactory to the Office of the Town Manager, or his designee, may be considered if proposed by Contractor at the time of Proposal submission.
17. If an “ACORD” Insurance Certificate form is used by the Contractor’s insurance agent, the words, “endeavor to” and “.... but failure to mail such notice shall impose no obligation or liability of any kind upon the company” in the “Cancellation” paragraph of the form shall be deleted.
18. Neither the Town, Town Manager, nor the Town’s Project Manager shall have any obligation to review any Certificates of Insurance or endorsements provided by the Contractor or any Sub- Contractor or to check or verify the Contractor’s or any Sub-Contractor’s compliance with any and all requirements regarding insurance imposed by the Contract. The Contractor and any Sub- Contractor agree that they are fully liable for the amounts and types of insurance coverage required herein and they acknowledge that they are not excused should any policy, endorsement or Certificate of Insurance provided by the Contractor or any Sub-Contractor not comply with the Contract’s insurance requirements.”

# APPENDIX D - RFP SUBMISSION FORM

Engineering and Related Services Task Order Contract

# SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company

Address

Contact Person Title

Telephone No. E-mail

Organized under the laws of State of

Principal place of business at

Listed below are the names and addresses of all persons having ownership of 3% or more in the company (attach more sheets if necessary):

Name Address

# SECTION II – EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our company, partnership, or corporation, that no employee of the *Town of Bowling Green*, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

# SECTION III – CONFLICTS OF INTEREST

This solicitation is subject to the provisions of Va. Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act. **The Offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest.** If such a conflict exists, the offeror is prepared to sign a non-disclosure agreement.

# SECTION IV - PROPOSAL SIGNATURE

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP #EN-2024-03, Engineering and Related Services Task Order Contract. My signature also certifies that by submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, whether directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in

violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign and bind the Offeror to the proposal submitted and any resulting agreement with the Town of Bowling Green.

NAME OF OFFEROR:

ADDRESS:

NAME (print): TITLE:

NAME (signature):

FED/TAX ID NO: TELEPHONE:

E-MAIL: DATE:

# APPENDIX E - ORGANIZATIONAL CHART & RESUMES OF KEY STAFF

Offeror shall provide with its proposal the organizational chart and resumes of the Project Manager and key staff to be used on the project.

# APPENDIX F - REFERENCES

Reference for:

OFFERORS shall provide references on this form. References should be for similar clients as the Town. The Town may contact the references provided, and information from the references will be used as a part of the evaluation of proposals.

1. Firm Name

Contact Title

Mailing Address

Phone Email

1. Firm Name

Contact Title

Mailing Address

Phone Email

1. Firm Name

Contact Title

Mailing Address

Phone Email

1. Firm Name

Contact Title

Mailing Address

Phone Email

1. Firm Name

Contact Title

Mailing Address

Phone Email

# APPENDIX G - ADDENDUM ACKNOWLEDGEMENT

The undersigned Offeror acknowledges receipt of the following Addenda posted to eVA and on the official Town website pursuant to the specifications of the RFP. All required adjustments have been included in the proposal.

Addendum No. , dated

Addendum No. , dated

Addendum No. , dated

Addendum No. , dated

Addendum No. , dated

Addendum No. , dated

OFFEROR (sign)

OFFEROR (print)

FIRM NAME

STREET ADDRESS

CITY, STATE, ZIP

# APPENDIX H - STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

All Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in the proposal the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in the proposal a statement describing why the Offeror is not required to be so authorized. See Section 2.2-4311.2 of the Code of Virginia, as amended.

Any Offeror that fails to provide the information required by this Section 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 chief executive of the Town.

1. Enter State Corporation Identification Number:
2. Enter Statement below if required:

# APPENDIX I - TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 2.2-4342 (F) of the Code of Virginia, as amended, states that the Offeror must invoke the protection of this section prior to or upon submission of the data or materials, and must identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

( ) No the proposal submitted does not contain any trade secrets and/or proprietary information. ( ) Yes, the proposal submitted does contain trade secrets and/or proprietary information.

If Yes is selected above, please clearly identify below the exact data and/or other materials to be protected and list all applicable pages of the proposal document containing such data and/or materials:

The proprietary or trade secret material submitted must be CLEARLY IDENTIFIED by some distinct method such as highlighting or underlining within the body of the proposal document and must indicate only the specific words, paragraphs, pictures of figures that constitute trade secrets or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

State the reason(s) why protection is necessary:

If the data and/or materials to be protected are not identified above and within the body of the proposal document and the reason(s) for protection are not provided, the Offeror will not have invoked the protection of Section 2.2-4342(F) of the Code of Virginia, as amended. Accordingly, effective upon award of the agreement, the proposal will be open and available for public inspection consistent with all applicable law.