



City of Danville, Virginia

PO Box 3300
Danville, VA 24543

427 Patton Street, Rm 304
Danville, VA 24541

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Request for Proposal

RFP 17-18-075
"On Call Construction Engineering & Inspection Services"

Sealed proposal shall be submitted no later than April 10, 2018 at 5:00 p.m.

City of Danville
Purchasing Department
Attn: J. Gary Via
427 Patton Street, Room 304
Danville, VA 24541

1.0 General Conditions

1.1 Intent:

The City of Danville is seeking expressions of interest from consulting engineering firms who wish to be considered to provide professional engineering services for: Citywide On-Call Construction Engineering and Inspection Contract providing construction engineering inspection services under a Fixed Billable Rate Contract. Each contract will be for a one (1) year contract period with four (4) optional one-year renewable terms. The proposed one-year contract will have a maximum compensation not to exceed \$500,000.00 and each one-year renewable term will have a maximum compensation not to exceed \$500,000.00 per term. This limit is the maximum allowed by state law and does not reflect actual planned usage. The City expects to utilize approximately \$25,000 - \$75,000 per year; however, the contract will be on-call and actual needs may vary

Any questions concerning this RFP should be directed to J. Gary Via (434) 799-6528 option 4. Technical questions should be directed to Christopher Franks, Project Engineer, 434.799.5019 ext 2537 or e-mail chris.franks@danvilleva.gov with a copy to purchasing@danvilleva.gov.

1.2 Code Compliance

This procurement process is governed by the "Procurement Code of the City of Danville, Virginia". Copies of the Procurement Code may be obtained by writing the City of

Danville, Purchasing Department, PO Box 3300, Danville, Virginia 24543. Firms 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 Virginia Title 13.1 or Title 50 or as otherwise required by law. A Firm organized or authorized to transact business in the Commonwealth pursuant to Virginia Title 13.1 or Title 50 shall include in its bid or 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 business 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. Compliance with federal, state, and local laws and federal immigration law: The contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

1.3

Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or

Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Individual Firms shall provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

The Firm shall pay interest to the subcontractor on all amounts owed by the Firm that remain unpaid after seven days following receipt by the Firm of payment from the City of Danville for work performed by the subcontractor, except for amounts withheld as allowed.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The Firm shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A Firm's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the City of Danville. A contract modification shall not be made for the purpose of providing reimbursement for the inter

7.0 Award Procedures

As outlined in the attachment

8.0 Proposals (4 copies required)

As outlined in the attachment

Contents

GENERAL 9

SCOPE 9

1. GENERAL

The City of Danville is seeking expressions of interest from consulting engineering firms who wish to be considered to provide professional engineering services for:

Citywide On-Call Construction Engineering and Inspection Contract providing construction engineering inspection services under a Fixed Billable Rate Contract. Each contract will be for a one (1) year contract period with four (4) optional one-year renewable terms. The proposed one-year contract will have a maximum compensation not to exceed \$500,000.00 and each one-year renewable term will have a maximum compensation not to exceed \$500,000.00 per term. This limit is the maximum allowed by state law and does not reflect actual planned usage. The City expects to utilize approximately \$25,000 - \$75,000 per year; however, the contract will be on-call and actual needs may vary.

This Request for Proposal does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services.

The City reserves the right to award multiple contracts to more than one qualified offeror as a result of this Request for Proposal. The contracts will be negotiated and awarded in accordance with the procedure set forth in the current Manual for the Procurement & Management of Professional Services at the time of advertisement and the City of Danville's Standard Requirements and Instructions for Bidding, Version 2.0, dated April 2, 2015.

The City reserves the right to alter the project delivery method at any time during the contract period. The City will notify the consultant of such decision, revise the scope of services, and negotiate a fair and reasonable fee as appropriate. The change will be implemented utilizing an additional task order or supplemental agreement based on the contract type.

The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the City to do so.

2. SCOPE

Project inspection will require one (1) Construction Inspection Coordinator*, one (1) Construction Manager* and up to four (4) inspectors during peak construction operations consisting of one (1) Construction Inspector Senior, two (2) Construction Inspectors, and one (1) Construction Inspector Trainee. These positions may be used as seen fit by the consultant and as agreed upon by the City to fit the needs of each project or task order assigned and may not necessarily be used all at once.



Construction Inspector Senior aids in the development of work orders, investigations, and analysis of Notices of

Inspects excavations, drainage structures, road surfaces, and structures to compare the work performed to plans and specifications, conferring frequently with higher level inspectors or engineering personnel to clarify or interpret details.

Checks elevation against reference points using levels or other survey equipment. Prepares routine reports and records involving the application of basic geometric and trigonometric principles. Learns the use of level and survey instruments

Prepares a daily inspector report, which includes the details of the contractor's work activities and list locations of work, materials, equipment and labor forces used.

Becomes familiar with plans, specifications, standards, and related material when not occupied with regular assignments and whenever so directed by higher level inspectors or supervisory personnel.

Advises contractors, supervisory personnel of necessary actions to conform to the plans and specification.

Assist in preparing project records and forming reports

Ensures self, project staff, and contractor staff operates in a safe and effective manner and is also aware of

to meet customer needs; oversee multiple projects; interpret contracts, plans and specs and resolve disputes in a timely manner; and research, identify and implement solutions for construction problems on program wide basis.

Administrative Assistant

Administrative Assistant Functions: To provide administrative support to the members of the Construction Team.

Administrative Assistant Features of Work: Provides overall management of a timely project filing system to include setup, maintenance, and close-out, receiving, recording and distributing all incoming mail and correspondence, submittals, RFI's, etc. Prepares reports and other correspondence in an accurate and timely manner. Assists Inspectors with timesheets, construction management computer systems, office supplies and administrative support. Maintains a status log for time sensitive materials assuring that deadlines are met. Manages office to ensure adequate office supplies are in stock, answers phones, and directs calls to the appropriate person. Assists with Invoice preparation and assembly.

Administrative Assistant Knowledge, Skills, and Abilities: The Administrative Assistant is expected to have a basic knowledge of the construction submittal process and skill in the use of computers to include word processing, spreadsheet, and construction management software. Ability to keep meeting minutes and action logs, distribute minutes and request feedback. Ability to track items requiring action and maintain status logs of these items. Ability to multitask and manage administrative duties in a professional, timely and accurate manner.

Engineering Support Staff

Engineering Support Staff Function: To provide support to City staff in the analysis and review in the areas of, but not limited to, constructability/bidability review/analysis, shop drawings, schedule review and notice of intent and claims analysis, as requested by the City Engineer

Engineering Support Staff Features of the Work: Provides consultation, investigations, evaluations, and written documentation in the areas of, but not limited to, constructability/bidability review, shop drawings, schedule review and notice of intent analysis, as requested by the Area Construction Engineer.

Engineering Support Staff Knowledge, Skills, and Abilities: The Engineering Support Staff shall be under the supervision of a Virginia registered Professional Engineer having 10 years of experience in the practice of engineering defined as where the principles and methods of engineering are applied to, but not necessarily limited to: consultation, investigation, evaluation, planning and design of public or private utilities, structures, machines, equipment, processes, principles/practices, highway design project management, highway processes/practices. Engineering Support Staff shall have experience with the practical application of engineering procedures in roadway design/construction.

4. MATERIALS SAMPLING AND TESTING

The consultant firm shall provide material testing equipment. The cost of these items should be included in the overhead cost to the consultant and will not be billable to the City as a direct cost expense. This equipment will remain the property of the Consultant and shall be removed at completion of the work. The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the license and supporting documentation available to the City for verification, upon request. The Consultant's handling of nuclear gauges shall be in compliance with their license.

The material testing equipment shall include but not be limited to; soil/aggregate compaction kit, including: speedy moisture kit, one-point proctor mold, hammer, gas stove, pans and spoons, scales, 10' straight edge, sand cone device; slump cone; air meters, non-contact thermometer and 4' level. Any testing device that will be used for acceptance/rejection of materials will need evidence of calibration as recommended by the manufacturer. All hand tools necessary for inspection services shall also be supplied by the consultant.

5. CONFLICT OF INTEREST

them. When a DBE or SWaM prime consultant subcontracts work to another firm, the work counts toward DBE or SWaM percentages only if the other firm is itself a DBE or SWaM. A DBE or SWaM prime consultant must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

DBE or SWaM certification entitles consultants to participate in VDOT's DBE and SWaM programs. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular work.

Business Opportunity and Workforce Development (BOWD) Center - The BOWD Center is a VDOT developmental supportive services program and partnering initiative funded by FHWA for selected DBE firms of various skill and competence levels interested in entering, enhancing or expanding highway contracting opportunities with prime consultants. The partnering initiative between prime consultants and BOWD DBE firms provides the opportunity for the further development of DBE firms through performance on contracts and guidance from prime consultants. The intent of this partnering initiative is to increase capacity by perfecting existing skills and knowledge, expanding into new work areas, and prime consultant joint venturing with DBE firms. The prime consultants are encouraged to achieve all or a percentage of the required DBE participation/goals determined for this project by the utilization of BOWD approved firms. To assist consultants in taking advantage of this opportunity for utilization of approved BOWD firms, please contact the BOWD Center for additional information, details, resources and support. For further information on the BOWD Center and to view the DBE profiles, go to www.virginiadot.org/business/BOWD.asp. The BOWD Center can be contacted at (804) 662-9555 or via email to BOWDCenter@vdot.virginia.gov.

There is no DBE goal for this procurement; however, firms are encouraged to utilize DBE subconsultants where possible. Firms shall submit with their EOI either commitment letters from DBE firms or documentation of good faith efforts to be evaluated by the City of Danville and/or VDOT. EOIs without this information will be considered incomplete and subject to rejection. Should funding sources set a DBE goal for professional services, the selected consultant shall subcontract with DBE firms to meet the goal or submit good faith efforts documentation.

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Landscape Architects (i.e. real estate appraisal): the business name, the address, the registration type, the registration number, and the expiration date.

Failure to comply with the law with regard to those requirements in Virginia (whether federal or state) at the time of the EOI submittal regarding your organizational structure, any required registration with governmental agencies and/or entities, and any required governmental licensure, whether business, individual, or professional in nature may render your EOI submittal(s), in the sole and reasonable discretion of the City, non-responsive and in that event your EOI submittal(s) may be returned without any consideration or evaluation.

7. ADMINISTRATIVE

1. Prior to the time of submittal of the EOI, all business entities, except for sole proprietorships, are required to register with the Virginia State Corporation Commission (Agpnr(en)1.6aTf 121(t)2]TJ T* [(o) 121(t)2]TJ T*Tf 121sfs8

accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48CFR31. An example Contractor Cost Certification is available for architectural or engineering firm's use on VDOT website at <http://www.virginiadot.org/business/gpmms.asp>. Should any firm on the consultant team fail to submit the required audit data and certification within the 10 work days, negotiations may be terminated by the City and the next most qualified team invited to submit a proposal.

5. **Records Exclusion from Public Disclosure:** Pursuant to the provisions of § ~~3705~~ (22) of the Code of Virginia, trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), including, but not limited to, financial records, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise, and revenue and cost projections supplied by a private or nongovernmental entity to the Inspector General of the Virginia Department of Transportation for the purpose of an audit, 7(a)-1(t)2.6(i)1n1267(i)1(a)-l(,)1(7(a7(i)1(n)0.9(v)12.3(e)-7(s)-1(t)2.7(i)g()0.7(a)

**Room 312
427 Patton Street
Danville, VA 24541
Attention: J. Gary Via**

Interviews for shortlisted firms may be conducted either in person or by telephone with reviewers. The City reserves the right to waive the interview process at its sole discretion.

- 7. The City assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all subconsultants selected for this project will be required to submit a Title VI Evaluation Report (EEO-D2) within 10 work days of notification of selection when requested by the City. This requirement applies to all consulting firms when the contract amount equals or exceeds \$10,000.**
- 8. The City does not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**
- 9. Any offeror who desires to protest the award of a contract shall submit such protest in writing to the City no later than ten (10) days after the award.**
- 10. The City does not participate in any electronic procurement websites (such as eVA). Electronic or emailed submissions will not be accepted.**
- 11. The required services may involve the handling of Critical Infrastructure Information/Sensitive Security**

9. CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS

(To be completed by a Prime Consultant)

Project: _____

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

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

Signature	Date	Title
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Name of Firm

10. CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

(To be completed by a Sub-consultant)

Project: _____

- 1) **The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.**
- 2) **Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.**

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

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CONSULTANT SHORT LIST SCORE SHEET – FEDERALLY / STATE FUNDED PROJECT (FOR PROFESSIONAL SERVICES)

DIVISION: PUBLIC WORKS ENGINEERING DIVISION

EOI NO.: _____

PROJECT: ON-CALL CEI SERVICES CONTRACT

FIRM: _____

DESCRIPTION: _____

SUBS: _____

DATE: _____

	NUMERICAL VALUE				AVG.	WEIGHT	WEIGHTED EVALUATION
FIRM/TEAM'S EXPERIENCE IN SIMILAR TYPE OF SERVICES (Expertise, experience and qualifications of team in providing services as related to the scope of services) (0=least, 10=most)	0-10					30%	
PERSONNEL'S EXPERIENCE IN SIMILAR TYPE OF SERVICES (Expertise, experience and qualifications of team in providing							

