



**Town of Lovettsville, Virginia**

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**REQUEST FOR PROPOSAL**

**PROFESSIONAL ENGINEERING AND FIELD INSPECTION SERVICES  
LEAD SERVICE LINE INVENTORY SUPPORT**

ACCEPTANCE DATE: **June 14, 2024**, prior to 4:00 p.m. "Eastern Atomic Time"

RFP NUMBER: RFP 2024-05-0001

ACCEPTANCE PLACE: The Town of Lovettsville Government Office  
6 East Pennsylvania Avenue  
Lovettsville, Virginia 20180

The mailing of proposals is preferred. However, if a proposal is hand delivered, it will be received in the Town of Lovettsville Government Office at 6 East Pennsylvania Avenue, Lovettsville, Virginia 20180 and date stamped by a staff member between the hours of 8:30 a.m. and 4:30 p.m.

ALL HAND DELIVERED PROPOSALS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 p.m. on the Acceptance Date.

Please contact the Project Manager designated on the front cover of the solicitation with any questions regarding this process. Offerors are strongly encouraged to check the Town's website routinely for updates.

Requests for information related to this Proposal should be directed to:

Jason Cournoyer

Project Manager

(540) 755-3000

[townmanager@lovettsvilleva.gov](mailto:townmanager@lovettsvilleva.gov)

This document can be downloaded from our web site:

[Bids/ Proposals | Town of Lovettsville, VA \(lovettsvilleva.gov\)](https://www.lovettsvilleva.gov/Bids/Proposals)

Issue Date: May 30, 2024

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THE PROJECT MANAGER AS SOON AS POSSIBLE.

REQUEST FOR PROPOSAL

**PROFESSIONAL ENGINEERING AND FIELD INSPECTION SERVICES  
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**ATTACHMENTS:**

<b>ATTACHMENT A</b>	Proof of Authority to Transact Business in Virginia Form Current
<b>ATTACHMENT B</b>	Certification Regarding Debarment Form Primary Covered Transactions
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Prepared By: Jason Cournoyer Date: May 30, 2024  
Project Manager

# **PROFESSIONAL ENGINEERING AND FIELD INSPECTION SERVICES LEAD SERVICE LINE INVENTORY SUPPORT**

## **1.0 PURPOSE**

The intent of this Request for Proposal (RFP) is for the Town of Lovettsville, Virginia (Town) to obtain the services of an experienced and qualified consultant to perform the specific requirements described in this RFP.

This project will be developed utilizing the Virginia Department of Health's Drinking Water Revolving Fund Program and Water Supply Assistance Grant Fund Program policies and procedures. This Request for Proposal does not commit the Town 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. Any proposal submitted in response to this RFP shall be subject to the review and approval of the Virginia Department of Health and the Offeror may be required to complete and submit additional documentation as required by VDH.

This Request for Proposal (RFP) plus the resulting content and agreement(s), shall be consistent with, and governed by the Virginia Water and Waste Authorities Act (VWAAA), the Virginia Public Procurement Act (VPPA), and the Virginia Department of Health (VDH) Procedural Guidelines for Drinking Water Funding Recipients including MBE/WBE Good Faith Effort.

## **2.0 COMPETITION INTENDED**

It is the Town's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Project Manager in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Project Manager not later than fifteen (15) days prior to the date set for acceptance of proposals.

Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises are (WBE) encouraged to apply.

## **3.0 BACKGROUND INFORMATION**

The U.S. Environmental Protection Agency's (EPA) Lead and Copper Rule is a critical part of reducing the lead exposure for consumers of tap water in the United States. The latest version of those rules, the Lead and Copper Rule Revisions (LCRR), published in January 2021, requires all water systems to identify the materials on both the utility owned side and the customer-owned side of each service line in the distribution system. On August 4, 2022, the EPA released Guidance for Developing and Maintaining a Service Line Inventory to support water systems with their efforts to develop inventories and to provide states with needed information for

oversight and reporting to EPA. The guidance provides essential information to help water systems comply with the LCRR requirement to prepare and maintain an inventory of service line materials by October 16, 2024.

Currently there are no known lead service lines in the Town. However, approximately 189 customer (private) side service lines have an unknown composition. The purpose of this RFP is to assist the Town in verifying the composition of the unknown customer side service line inventory for submittal to VDH per the LCRR.

#### **4.0 OFFEROR'S MINIMUM QUALIFICATIONS**

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

4.1 Offerors must provide a minimum of two (2) project and/or contract references describing your firm's experience within the past five (5) years relevant to the scope of services anticipated in this RFP. Provide the client contact name, and phone number for each reference.

4.2 Project Manager shall meet the following minimum qualifications:

- A. At least eight (8) years of work experience with a focus on work similar to the one described in this RFP.
- B. Five (5) years managing professional engineers.
- C. Registration as a Professional Engineer in the Commonwealth of Virginia is required.
- D. Project Management Professional Certification, desired.

#### **5.0 SCOPE OF SERVICES/TASKS TO BE PERFORMED**

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide professional expertise in each of the categories below.

The services to be provided shall include but not be limited to the following:

##### **5.1 Professional Engineering Services.**

- A. The project services shall include but are not limited to, the acquisition and review of existing service line inventory data (both public and private side) and utilize a proven predictive modeling approach to complete the lead service line inventory and reduce the number of physical inspections required to complete the inventory.

- B. Collect data on all known service lines in the system and property information required by EPA through Loudoun County GIS property information, including dates that lots were improved as well as incorporation of the utility water system GIS layers.

Incorporate Town property information and convert existing GIS data into the Basemap and Geodatabase into ESRI to include the required data fields identified by EPA.

- C. Prepare informational material for public outreach regarding how to determine the type of piping entering the house and provide a QR code to allow homeowners to access a site to photograph and enter the information to a GIS site for further vetting and validation.
- D. Prepare an analysis of customers within disadvantaged neighborhoods and customers that are considered sensitive populations utilizing the U.S. Climate and Economic Justice screening tool to determine the mapped boundaries for communities within the disadvantaged areas.
- E. Provide field inspection activities services as needed to coordinate and inspect the water service lines at the meter boxes so that the size and pipe material can be confirmed and photographed at each water service line. The customer side and public side of the service line will be identified, and the database of information will be updated into a GIS based Excel spreadsheet.
- F. The Offeror will be expected to lead discussions between the Town and VDH to inform and educate on the proposed predictive modeling approach and address any questions or concerns that they may have to accept predictive modeling as a method for the Town's inventory development.
- G. At least 4 weeks prior to October 16, 2024, the Contractor(s) will compile the latest inventory into the VDH inventory template and return it to the Town for submission to VDH.
- H. The Offeror will work with the utility to develop a lead service line replacement plan that includes timing, public outreach, funding, and implementation scheduling. The plan will include, at a minimum, the following components:
- A strategy for determining the composition of lead status unknown service lines in its inventory;
  - A procedure for conducting full lead service line replacement;

- A strategy for informing customers before a full or partial lead service line replacement;
  - A procedure for customers to flush service lines and premise plumbing of particulate lead;
  - A lead service line replacement prioritization strategy based on factors including but not limited to the targeting of known lead service lines and lead service line replacement for disadvantaged consumers and populations most sensitive to the effects of lead; and
  - A funding strategy for conducting lead service line replacements, which considers ways to accommodate customers that are unable to pay to replace the portion they own.
- I. All services shall be performed in compliance with industry standards and all federal, state, and local laws, ordinances and regulations including the Town, Loudoun County, Virginia Department of Transportation (VDOT), Environmental Protection Agency (EPA), United States Army Corps of Engineers (USACE), Virginia Department of Environmental Quality (DEQ), Virginia Department of Health (VDH), Virginia Occupational Safety and Health Agency (VOSHA), occupational Safety and Health Agency (OSHA) rules and regulations, and The Code of Federal Regulations Title 40 Part 31.36(e), "Procurement."

## 5.2 Field Inspection Services.

- A. Develop contracts with vacuum test pitting contractors and manage their services for performance of the field work in the contract.
- B. Review locations for field inspection needs and organize daily inspection assignments so that efficient field inspection work can be completed.
- C. Coordinate the needs to enter private property with the Town staff so that adequate notice and approvals are granted from the Town's customers for any private property address needed.
- D. Review existing meter box locations and coordinate the services of field inspections staff and the vacuum test pitting contractor.
- E. Meter boxes that are unable to be opened or field located will be coordinated with the Town's staff representative for support as needed.
- F. Field collected data will be reviewed periodically and data will be screened for missing entry fields for completion by the team.

- J. The manager will coordinate with the Town to resolve questions and findings from the Town staff performing work will be properly integrated into the work product.

### 5.3 Performance of the Consultant

- A. During the term of the resultant Contract, the Town will review the Consultant operations to determine contractual compliance. The Consultant shall cooperate with and assist Town representatives in conducting these reviews. If deficiencies are indicated, remedial action shall be implemented immediately by the Consultant. Town recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies identified by the Town. Remedial actions and required response times may include, but are not necessarily limited to, the following:
  - 1. Further subdivide assigned personnel responsibilities, reassign personnel, or assign additional personnel.
  - 2. Immediately replace personnel whose performance has been determined by the Consultant and/or the Town to be inadequate. Personnel changes will require written approval from the Town. Staff that has been removed for demonstrating unprofessional, unworkmanlike behavior or lack of experience shall be replaced by the Consultant within thirty (30) days after Town notification. Reference is made to RFP Sections 8.20.
  - 3. Increase the scope and frequency of training of the Consultant personnel.

## 6.0 EVALUATION OF PROPOSALS & SELECTION PROCEDURES

The Instructions for Submitting Proposals set forth certain criteria which will be used in the evaluation of proposals and selection of the successful offeror. In addition, the criteria set forth below will be considered.

### 6.1 Proposal Analysis Group

The Proposal Analysis Group (PAG) will include representatives from the available Town staff chosen by the Project Manager, who is also the Town Manager.

### 6.2 Schedule

The following schedule is **tentative**. The number of proposals received will determine actual schedule.

May 30, 2024  
June 7, 2024

RFP Issued  
Questions due

June 10, 2024	Issue Addendum addressing questions received
June 14, 2024	Responses to RFP due
June 21, 2024	Short list notification (if necessary)
June 24-27, 2024	Short list vendor interviews (if necessary)

### 6.3 Proposal Content

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in the RFP and should be contained in a single volume. All documentation submitted with the proposal should be contained in that single volume.

The PAG will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. Offerors are to make written proposals that present the offerors qualifications and understanding of the work to be performed. Offerors shall provide each of the following items below in the order presented. Failure to include any of the requested information may be cause for the proposal to be considered non-responsive and/or non-responsible and rejected.

The following information is to be submitted as part of the proposal. No other material may be attached. Tabs shall be used to separate sections of the proposal response. All pages of the proposal shall be numbered and a table of contents shall be included. Requirements 2, 3 and 4 are limited to **no more than six (6) pages total** (not each)(front side only), not including a cover letter, table of contents, tab separators, or any forms required by Town of Lovettsville. A cover letter, if included, shall be no more than one (1) page.

- 1) Signature Page (Pages 34 and 35 of this RFP).
- 2) Business Identification. State name of individual or business, including sub-consultants, address of home and branch offices, nature of the organization (individual partnership, or corporation; private or public; profit or non- profit) and the number of employees. Identify the state in which the firm is incorporated or chiefly located. Include name, title, and telephone number of person(s) in your organization authorized to negotiate the proposed contract and bind your firm.



- 3) Project Approach. Describe your proposed project approach to managing this contract. For example, approach to coordinating with VDH, approach to ensuring deliverable compliance with the LCRR, approach to reducing the number of physical verifications required to achieve compliance with LCRR, the capacity of your team; approach to meeting deadlines, staying on schedule, and staying within budget; and approach to working with sub-contractor(s).
- 4) Past Experience. Identify key personnel proposed for this project with a summary of their qualifications and provide a minimum of two (2) project and/or contract references describing your firm's experience within the past five (5) years relevant to the scope of services anticipated in this RFP. Provide the client contact name, and phone number for each reference.
- 5) Appendices (not included in the page limit). All attachments to the RFP requiring execution by the firm are to be completed and returned with the proposal. The following forms must be included:
  - a. Attachments to this RFP.
  - b. Current Certificate of Insurance showing coverage required in Section 8.8.
- 6) Credentials of the Project Team. Credentials of the project team, including: project manager and subconsultants' portfolio of related projects and a history of the proposed team working together on past projects. The entire project team will be evaluated. Clearly identify the people who will be involved, what they will do, and their specific experience in that role. Be precise about the division of responsibility among member firms.
- 7) Quality Control/Quality Assurance (QA/QC). The offeror must present a description of their strategy and methodology in implementing and maintaining a Quality Assurance and Quality Control plan. This description should include detailed information concerning how data, plans, correspondence, and other submittals are checked for accuracy and what measures the offeror has in place to continuously maintain a high level of QA/QC throughout a project and throughout the length of this contract.

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

The Town is not requesting cost proposals at this time. The Town will request a cost proposal under separate cover from the top ranked Offerors selected upon

evaluation of the proposals. The Town reserves the right to require cost proposals to be submitted by a specific deadline and may reject any proposal from an Offeror whose cost proposal is not submitted by the deadline.

#### 6.4 Evaluation Process.

The PAG will review and evaluate each proposal, and selection will be made for on the basis of the criteria listed below and as more particularly described in Section 6.3 above.

- A. Project approach **(30 points)**
- B. Past Experience **(20 points)**
- C. Appendices **(10 points)**
- C. Credentials of project team and past experience **(20 points)**
- C. Quality Control/Quality Assurance **(10 Points)**
- D. Overall quality and completeness of proposal **(10 points)**

Once the PAG has evaluated each proposal, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. The preliminary rating will be used to select the offerors for further consideration—the short-list. Thereafter, the PAG may conduct interviews if necessary and have discussions with only the short-listed firms.

The Town will forward those proposals on the short-list to VDH for review and approval. The proposals and the methodology contained therein must be approved by VDH prior to finalization of the contract that results from this RFP. The successful Offeror may be required to complete and submit additional documentation as required by VDH.

## 7.0 INSTRUCTIONS TO OFFERORS

### 7.1 Preparation and Submission of Proposals.

- A. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. Include other information, as requested, or required.
- C. All proposals must be submitted to the Town of Lovettsville in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the firm are to be returned with the proposal.

- F. Proposals must be received by the Project Manager prior to 4:00 p.m., local Atomic time on the date identified on the cover of the RFP. An atomic clock can be verified by visiting (<https://www.time.gov>). Requests for extensions of this time and date will not be granted, unless deemed to be in the Town's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Project Manager by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the Town after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals may be submitted via one of the following options:

US Mail to:

Town of Lovettsville  
c/o Jason Cournoyer  
6 E Pennsylvania Avenue  
PO Box 209  
Lovettsville, Virginia 20180

OR

Hand delivered to:

Town of Lovettsville  
c/o Jason Cournoyer  
6 E Pennsylvania Avenue  
Lovettsville, Virginia 20180

OR

Private carrier (UPS/FedEx) to:

Town of Lovettsville  
6 E Pennsylvania Avenue  
PO Box 209  
Lovettsville, Virginia 20180

**ATTN: Jason Cournoyer**

Faxed and e-mailed proposals will not be accepted. (Please note: Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow *at least* an additional twenty-four (24) hours in the delivery process to ensure proposals are received on time).

The mailing of proposals is preferred. However, if a proposal is hand delivered, it will be received in the Town Government Office at 6 East Pennsylvania Avenue, Lovettsville, Virginia 20180, and ONLY in the main office between the hours of 8:30 a.m. and 4:30 p.m., where it will be date stamped by a Town staff member.

**NOTE: Proposals delivered in person or via private carrier services will not be able to obtain a signature. Please ensure that requirement is removed from the package to avoid delays or rejection of the package.**

ALL PROPOSALS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 P.M. Failure by an offeror to address and label their proposal in accordance with the requirements of this section may result in proposal being delivered to an incorrect location which will ultimately result in proposal rejection for late submission.

- H. Each offeror shall submit **one (1) hard copy original** (electronic signatures are acceptable) and **(1) electronic copy** in a single, searchable PDF file on a USB flash drive, of their proposal to the Town's Project Manager as indicated on the cover sheet of this RFP.

7.2 Questions and Inquiries,

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Project Manager is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Town staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received **by 4:00 p.m., June 14, 2024**. It is the responsibility of all offerors to ensure that they have received all Addenda and to include signed copies with their proposal. Addenda can be downloaded from [Bids/ Proposals | Town of Lovettsville, VA \(lovettsvilleva.gov\)](https://lovettsvilleva.gov/Bids/Proposals)

7.3 Addendum and Supplement to Request.

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an Addendum will be issued. It is the responsibility of the offeror to ensure that he has received all Addenda prior to submitting a proposal. Addenda can be downloaded from [Bids/ Proposals | Town of Lovettsville, VA \(lovettsvilleva.gov\)](https://lovettsvilleva.gov/Bids/Proposals)

7.4 Proprietary Information.

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and**

**state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "material" nature.

7.5 Authority to Bind Firm in Contract.

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

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the Articles of Organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the Town requires that a corporate document authorizing him/her to sign be submitted with proposal.

7.6 Withdrawal of Proposals.

A. All proposals submitted shall be valid for a minimum period of hundred and eighty (180) calendar days following the date established for acceptance.

B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.

C. 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 proposals.

7.7 Town Furnished Support/Items.

The level of support required from Town personnel for the completion of each task shall be estimated by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The Town may furnish these facilities if the Town considers them reasonable, necessary, and available for the offeror to complete its task.

7.8 Subconsultants.

Offerors shall include a list of all subconsultants with their proposal. Proposals shall also include a statement of the subconsultants' qualifications. The Town reserves the right to reject the successful offeror's selection of subconsultants for good cause. If a subconsultant is rejected, the offeror may replace that subconsultant with another subconsultant subject to the approval of the Town.

Any such replacement shall be at no additional expense to the Town, nor shall it result in an extension of time without the Town's approval.

7.9 Quantities. [Intentionally Deleted]

7.10 Late Proposals.

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date, and offeror's return address are shown on the container.

7.11 Rights of Town.

The Town reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the Town. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

7.12 Prohibition as Subconsultants.

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.

7.13 Deviations from Scope of Services.

If there is any deviation from that prescribed in the Scope of Services as provided herein, that deviation shall be clearly identified on the offeror's proposal. The Town reserves the right to determine the responsiveness of any deviation.

7.14 Notice of Award.

A. Selection shall be made to an offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so, stated in the Request for Proposal. Negotiations shall be conducted with the offeror so selected. After negotiations have been conducted with the offeror so selected, the agency shall award the contract to that offeror. Town of Lovettsville may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2- 4359D). Should the Town determine in writing and in its sole discretion that only one (1) offeror is fully qualified, or that one (1) offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

B. A Notice of Award will be posted on the Town's web site.  
[Bids/ Proposals | Town of Lovettsville, VA \(lovettsvilleva.gov\)](https://www.lovettsvilleva.gov/Bids/Proposals)

7.15 Protest.

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Town Manager.

7.16 Miscellaneous Requirements.

- A. The Town will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Town Manager will schedule the time and location for this presentation.
- C. The contents of the proposal submitted by the successful offeror as well as this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the Town.
- D. The Town reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the Town. Offerors whose proposals are not accepted will be notified in writing.

7.17 Debarment.

By submitting a proposal, the offeror is certifying that he is not currently debarred by the Town, or in the case of a procurement involving federal funds, by the Federal Government. A copy of the Town's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

7.18 Proof of Authority to Transact Business in Virginia.

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or 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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

7.19 W-9 Form Required.

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

7.20 Insurance Coverage.

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the Town.

7.21 Legal Action.

No bidder or potential bidder shall institute any legal action until all statutory requirements have been met.

7.22 Certification by Consultant as to Felony Convictions.

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Consultant certifies that neither the contracting official nor any of the Consultant's employees, agents or subconsultants who will work under this Agreement have been convicted of a felony.

## 8.0 TERMS AND CONDITIONS

**While the Town may accept additional or different language, if so provided during negotiations, the Terms and Conditions marked with an asterisk (\*) are mandatory and non-negotiable.**

8.1 Procedures.

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Town Manager and their authorized representative(s). The Consultant shall not comply with requests and/or orders issued by other than the Town Manager or his authorized representative(s) acting within their authority for the Town. Any change to the Contract must be approved in writing by the Town Manager and/or Project Manager and the Consultant.

8.2 Quantities.

The quantities specified in this Agreement, if any, are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the term of this Agreement.

Quantities shown shall not be construed to represent any amount which the Town shall be obligated to purchase under the Agreement, or relieve the Consultant of its obligation to fill all orders placed by the Town.



8.3 Term. [Intentionally Deleted].

8.4 Delay and Delivery Failures.

Time is of the essence. The Consultant must keep the Town advised at all times of status of parties' agreement. If delay is foreseen, the Consultant shall give immediate written notice to the Project Manager. Should the Consultant fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Project Manager, or should the Consultant fail to make a timely replacement of rejected items/services when so required, the Town may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Consultant shall reimburse the Town for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the Town owes to the Consultant from prior transactions, an amount equal to the additional expense incurred by the Town as a result of the Consultant's nonperformance shall be deducted from the balance as payment.

8.5 Town Reserved Rights.

The Town reserves the right, at its sole discretion, to issue Requests for Proposal for similar work and other projects as the need may occur. The Town also reserves the right to issue Purchase Orders, and to expand or otherwise modify existing Purchase Orders, to other Consultants based on its sole discretion, in consideration of its knowledge and/or evaluation of each Consultant's qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of the Town.

8.6 Business, Professional, and Occupational License Requirement.

All firms or individuals located or doing business in Town are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Questions concerning the BPOL Tax should be directed to the Town of Lovettsville.

8.7 Payment of Taxes.

All Consultants located or owning property in the Town of Lovettsville shall assure that all real and personal property taxes are paid.

Town of Lovettsville staff will verify payment of all real and personal property taxes by the Consultant prior to the award of any Contract or Contract renewal.

8.8 Insurance.

A. The Consultant shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and

property of any and all description used in connection therewith. The Consultant assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Consultant and all subconsultants shall, during the continuance of the work under the Contract, provide the following:

1. Workers' Compensation and Employer's Liability to protect the Consultant from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. Comprehensive General Liability insurance to protect the Consultant, and the interest of the Town, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Consultant.
4. Professional Liability against any and all wrongful acts, errors, or omissions on the part of the Consultant resulting from any action or operation under the Contract or in connection with the contracted work.

C. The Consultant agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General, Automobile and Professional Liability policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
2. General Liability:

Per Occurrence:	\$1,000,000
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Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
Fire Damage Legal Liability:	\$100,000

**GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis**

- 3. Automobile Liability:
  - Combined Single Limit: \$1,000,000
- 4. Professional Liability
  - Per Claim: \$1,000,000
  - General Aggregate: \$1,000,000

D. The following provisions shall be agreed to by the Consultant:

- 1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the Town. The Consultant shall furnish a new certificate prior to any change or cancellation date. The failure of the Consultant to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 2. Liability Insurance "Claims Made" basis:
 

If the liability insurance purchased by the Consultant has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Consultant must either:

  - a. Agree to provide, prior to commencing work under the Contract, certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies and five (5) years for Professional Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Consultant's work under this Contract, or
  - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Consultant must disclose the amount of deductible/self-insured retention applicable to the General Liability, Automobile Liability and Professional Liability policies, if any. The Town reserves the right to request additional information to determine if the Consultant has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Consultant will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4.
  - a. The Consultant agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
  - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Consultant's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5.
  - a. The Consultant will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
  - b. The Consultant will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the Town. These certified copies will be sent to the Town from the Consultant's insurance agent or representative. Any request made under this provision shall be deemed confidential and proprietary.
  - c. Any certificates provided shall indicate the Contract name and number.
6. The Town, its officers and employees shall be Endorsed to the Consultant's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the Town may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the Town along with a copy of the Endorsement.
7. Compliance by the Consultant with the foregoing requirements as to carrying insurance shall not relieve the Consultant of their liabilities provisions of the Contract.

- E. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Town from supervising and/or inspecting the project as to the end result. The Consultant shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
- F. Precaution shall be exercised at all times for the protection of Persons (including employees) and property.
- G. The Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- H. Any loss insured under subparagraph 8.8.B.4 is to be adjusted with the Town and made payable to the Town as trustee for the requirements of any applicable mortgagee clause.
- I. If an "ACORD" Insurance Certificate form is used by the Consultant'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.
- J. The Consultant agrees to waive all rights of subrogation against the Town, its officers, employees, and agents.

8.9 Hold Harmless.

The Consultant shall indemnify and hold harmless the Town, including its officials and employees, from all liability, losses, costs, damages, claims, causes of action, suits of any nature (specifically including reasonable attorney's fees and defense costs incurred with the defense of third-party claims) incidental to or brought as a consequence of any act, error, omission, or breach of the applicable professional standard of care by the Consultant and/or its subconsultants. The Consultant agrees that this clause shall include, but is not limited to, claims involving infringement of patent or copyright. This section shall survive completion of the Contract. The Town is prohibited from indemnifying Consultant and/or any other third-parties.

8.10 Safety.

All Consultants and subconsultants performing services for the Town are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Consultants and subconsultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

8.11 Notice of Required Disability Legislation Compliance. \*

The Town is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, the Town may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

8.12 Ethics in Public Contracting. \*

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the Town, where applicable. A copy of these provisions may be obtained from the Town treasurer upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

8.13 Employment Discrimination by Consultants Prohibited. \*

Every Contract of over \$10,000 shall include the following provisions:

A. During the performance of this Contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for

employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Consultant will include the provisions of the foregoing paragraphs, 1, 2, and 3, in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subconsultant or vendor.

8.14 Drug-free Workplace. \*

Every Contract of over \$10,000 shall include the following provisions:

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

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 Consultant in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

8.15 Faith-Based Organizations. \*

The Town does not discriminate against faith-based organizations.

8.16 Immigration Reform and Control Act of 1986. \*

By entering this Contract, the Consultant certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

8.17 Exemption from Taxes. \*

Pursuant to Va. Code § 58.1-609.1, the Town is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Consultant shall not charge the Town for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Consultant, and the Consultant shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Consultant for incorporation in or use on a construction project. Nothing in this section shall prohibit the Consultant from including its own sales tax expense in connection with the Contract in its Contract price.

8.18 Ordering, Invoicing and Payment.

The Consultant shall submit invoices, in duplicate, on a monthly basis, such statement to include a detailed breakdown of all charges for that monthly period. Invoices shall be based upon completion of tasks and deliverables.

All invoices shall be forwarded to the following address:

Town of Lovettsville  
Attn: Accounts Payable  
6 E Pennsylvania Avenue  
PO Box 209  
Lovettsville, VA 20180

Or via email: [accountspayable@lovettsvilleva.gov](mailto:accountspayable@lovettsvilleva.gov)

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the Town will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Consultants shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

8.19 Payments to Subconsultants. \*

Within seven (7) days after receipt of amounts paid by the Town for work performed by a subconsultant under this Contract, the Consultant shall either:

- A. Pay the subconsultant for the proportionate share of the total payment received from the Town attributable to the work performed by the subconsultant under this Contract; or



- B. Notify the Town and subconsultant, in writing, of his intention to withhold all or a part of the subconsultant's payment and the reason for non-payment.

The Consultant shall pay interest to the subconsultant on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Consultant shall include in each of its subcontracts a provision requiring each subconsultant to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subconsultant.

The Consultant's obligation to pay an interest charge to a subconsultant pursuant to this provision may not be construed to be an obligation of the Town.

#### 8.20 Substitutions and Change Orders.

Substitutions. No substitutions, additions or cancellations, including those of key personnel, are permitted after award without written approval by the Town Manager. Where specific employees are proposed by the Consultant for the work, those employees shall perform the work as long as that employee works for the Consultant, either as an employee or subconsultant, unless the Town agrees to the substitution. Requests for substitutions shall be reviewed and may be approved by the Town in its reasonable discretion.

Change Orders. The Project Manager, with the concurrence of the Town of Lovettsville's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

#### 8.21 Assignment. \*

The Agreement may not be assigned in whole or in part without the prior written consent of the Town Manager or his designee. The rights and obligations of the Consultant are personal and may be performed only by the Consultant. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

## 8.22 Termination.

Subject to the provisions below, the Contract may be terminated by the Town upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the Town until said work or services are completed and accepted.

### A. Termination for Convenience

The Town may terminate this Contract for convenience at any time in which the case, the parties shall negotiate reasonable termination costs.

### B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.

### C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

## 8.23 Contractual Disputes. \*

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

The Consultant shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Project Manager by US Mail, return receipt requested, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Project Manager shall reduce his/her decision to writing and mail via U.S. mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of the Town's receipt of the claim.

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

No Consultant shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

8.24 Prime Consultant Responsibilities.

The Consultant(s) shall be responsible for completely supervising and directing the work under the Contract(s) and all subconsultants that they may utilize. Subconsultants who perform work under the Contract shall be responsible to the prime Consultant. The Consultant agrees to be fully responsible for the acts and omissions of their subconsultants and of persons employed by them.

8.25 Ownership of Documents.

Any reports, specifications, blueprints, negatives or other documents prepared by the Consultant in the performance of its obligations under the Contract shall be the exclusive property of the Town, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this Contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant's obligations under the Contract without the prior written consent of the Town. Documents and materials developed by the Consultant under the Contract shall be the property of the Town; however, the Consultant may retain file copies, which cannot be used without prior written consent of the Owner of said documents. The Town agrees that the Consultant shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultant is not the firm of record.

8.26 Submissions.

All project correspondence, design/review documents, reports, etc. prepared by the Consultant shall be distributed to the Town's Project Manager for each task in the format and number of copies as directed by the task statement of work.

Within thirty (30) days of project completion, the Consultant shall prepare and submit a Project Completion Report with project closeout documents and submit to the Town's Project Manager.

8.27 Responsibility for Claims and Liabilities.

The Town's review, approval, or acceptance of, or payment for, any services required shall not be construed to operate as a waiver by the Town of any rights or of any cause of action arising out the Contract. The Consultant shall be and remains liable to the Town for the accuracy and competency of plans, specifications, or other documents or work and Consultant is responsible for to the Town for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

8.28 Severability. \*

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the

remaining provisions shall continue to be valid, binding and in full force and effect.

8.29 Governing Law/Forum. \*

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun or if jurisdiction exists, in the U. S. District Court for the Eastern District of Virginia in Alexandria. Consultant expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court. Consultant expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

8.30 Notices.

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO CONSULTANT:**

**TBD**

**TO LOVETTSVILLE:**

Town of Lovettsville, Virginia  
Project Manager  
Attn: Jason Cournoyer  
PO Box 209  
6 E Pennsylvania Avenue  
Lovettsville, VA 20180

Notices shall be deemed received (i) if hand delivered, when received, (ii) if given by facsimile, when transmitted to the facsimile number specified above during normal business hours and confirmation of complete receipt is received during normal business hours (provided a copy of the same is sent by overnight delivery service on the same day), (iii) if given by overnight delivery service, the first business day after being sent prepaid by such overnight delivery service, or (iv) if given by certified mail, return receipt requested, postage prepaid, two (2) days after posting with the United States Postal Service. Either party may change its address by notifying the other party in a manner described above.

The mailing of notices is preferred. However, if a notice is hand delivered, it will be received in the Town Government at Office 6 East Pennsylvania Avenue, Lovettsville, Virginia 20180, and ONLY in the main office between the hours of 8:30 a.m. and 4:30 p.m., where it will be date stamped by a Town staff member.

8.31 Licensure.

To the extent required by the Commonwealth of Virginia (see §54.1-1100, *et seq.* of the Code of Virginia) or the Town, the Consultant shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

8.32 Authority to Transact Business in Virginia. \*

A Consultant organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the Town pursuant to the Virginia Public Procurement Act §2.2-4300, *et seq.* 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 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. 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.

8.33 Counterparts.

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

8.34 No Smoking.

Smoking in all Town buildings is prohibited. The Town may designate a smoking area outside Town facilities. Consultant shall only use those designated smoking areas. Certain Town facilities, both inside and outside, may be entirely smoke free. Consultant shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the Town's no smoking policies may lead to removal of Consultant employees and possible Contract termination.

8.35 Confidentiality.

A. Consultant Confidentiality

The Consultant acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the Town. Therefore, except as required by law, the Consultant agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.

2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the Town or any of its facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Consultant understands that the Town, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the Town may seek legal remedies available to it should such disclosure occur. Further, the Consultant understands that violations of this provision may result in termination of the Agreement.

The Consultant understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Agreement, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Consultant shall hold all information provided by the Town as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

#### B. Town Confidentiality

The Town understands that certain information provided by the Consultant during the performance of this Agreement may also contain confidential or proprietary information. Consultant acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 *et seq.* and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

#### 8.36 Force Majeure.

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subconsultants or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Consultant has no entitlement and Town has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the Consultant due to an event of force majeure.

8.37 Survival of Terms.

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

8.38 Non-Waiver.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

8.39 Audits.

A. The Consultant shall maintain books, records and documents of all costs and data in support of the services provided. The Town of Lovettsville or its authorized representative shall have the right to audit the books, records and documents of the Consultant under the following conditions:

1. If the Contract is terminated for any reason in accordance with the provisions of these Contract documents in order to arrive at equitable termination costs;
2. In the event of a disagreement between the Consultant and the Town on the amount due the Consultant under the terms of this Contract;
3. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Consultant's efficiency or effectiveness under this Contract; and,

4. If it becomes necessary to determine the Town 's rights and the Consultant's obligations under the Contract or to ascertain facts relative to any claim against the Consultant that may result in a charge against the Town.
- B. These provisions for an audit shall give The Town of Lovettsville unlimited access during normal working hours to the Consultant's books and records under the conditions stated above.
- C. Unless otherwise provided by applicable statute, the consultant, from the effective date of final payment or termination hereunder, shall preserve and make available to The Town of Lovettsville for a period of three (3) years thereafter, at all reasonable times at the office of the Consultant but without direct charge to the Town, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- D. The Town of Lovettsville's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Consultant shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subconsultants in their subcontracts, for any portion of the work.
- E. Should the Consultant fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure The Town of Lovettsville's rights hereunder, the Consultant shall be liable to The Town of Lovettsville for all reasonable costs, expenses and attorney's fees which The Town of Lovettsville may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to The Town of Lovettsville from said persons under this clause. Such audit may be conducted by The Town of Lovettsville or its authorized representative.

8.40 Standard of Care and Employee Conduct.

- A. All work under this Agreement shall be performed in accordance with the applicable standard of care. In the event the Consultant provides services that do not conform to the applicable standard of care and the Contract Documents, the Consultant will re-perform such services at no additional cost to the Town. The Consultant will be given an opportunity to correct the deficiencies in work. If the deficiency persists beyond thirty (30) days, the Town may exercise its rights to terminate the Agreement pursuant to Section 8.22 of this RFP; provided, however, that if the Consultant is diligently pursuing a correction, the Town may extend the time for the Consultant to cure the deficiency.
- B. The Consultant and its employees shall be professional and courteous at all times. The Town reserves the right to require the Consultant to remove any Consultant employee from Town service who the Town



deems unfit for service for any reason, not contrary to law. The Town will provide written notice to the Consultant identifying the employee(s) to be removed and the date by which they must be removed from the project. The Consultant shall provide an approved replacement within thirty (30) days after such notice. This right is non-negotiable and the Consultant agrees to this condition by accepting the resulting Agreement. The parties agree to work in good faith to address impacts to the project schedule as a result of the removal of project personnel.

#### 8.41 Internal Control Systems.

All firms submitting a proposal (prime consultants, joint ventures and subconsultants) must have internal control systems in place that meet federal requirements for accounting. These systems must comply with requirements of 48CFR31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23CFR172, "Administration of Negotiated Contracts." All firms selected for a project (prime consultants, joint ventures and subconsultants) must submit their FAR audit data to the Town within ten working days of being notified of their selection. Should any firm on the consultant team fail to submit the required audit data within the ten workdays, negotiations will be terminated by the Town and the next most qualified team invited to submit a proposal.



**Town of Lovettsville, Virginia**

**The Town of Lovettsville Government Office  
6 East Pennsylvania Avenue  
Lovettsville, Virginia 20180**

**PROFESSIONAL ENGINEERING AND FIELD INSPECTION SERVICES  
LEAD SERVICE LINE INVENTORY SUPPORT**

THE FIRM OF: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN: \_\_\_\_\_

Hereby proposes to provide the requested services as defined in Request for Proposal RFP 2024-05-0001

I understand that the omission of any items listed below from this proposal may be cause for rejection of the proposal as nonresponsive. I have ensured that I have received and acknowledged any and all Addenda.

A. Return the following with your proposal. If Offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form (7.19):	_____
2. Certificate of Insurance (7.20):	_____
3. Addenda, if any (Informality) (7.2, 7.3 & 7.11):	_____
4. One (1) Electronic copy of Proposal	_____

B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (7.2).

1. Addenda, if any (7.2, 7.3 & 7.11):	_____
2. Payment Terms:	_____ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form:	_____
4. Minimum Qualification Documentation:	_____
5. One (1) original (6.3 & 7.1H)	_____

**Note:** Fees are not to be included with this proposal. The Town will negotiate with the highest ranked offerors to establish fixed rates.

Person to contact regarding this proposal: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Name and title of person authorized to bind the offeror (7.5):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents and that your Firm is not currently Debarred by a local or state government or the Federal Government.*



**Town of Lovettsville, Virginia**

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**The Town of Lovettsville Government Office  
6 East Pennsylvania Avenue  
Lovettsville, Virginia 20180**

**ATTACHMENT A**

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

***THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL***

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the Town of Lovettsville, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. \_\_\_\_\_ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.

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

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

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

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

\_\_\_\_\_  
Legal Name of Bidder/Offeror

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title



**ATTACHMENT C**

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

Project: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature                                      Date                                      Title

\_\_\_\_\_  
Name of Firm

**ATTACHMENT D**

**Certification Regarding Ethics in Public Contracting**

In submitting this bid or proposal, and signing below, Bidder/Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

- 1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.
  
- 2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

If 2 is selected, please complete the following:

Recipient:

\_\_\_\_\_

Date of Gift:

\_\_\_\_\_

Description of the gift and its value:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of the consideration received in exchange and its value:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Printed Name of Bidder/Offeror Representative:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_ / \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?**

RFP 2024-05-0001

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & Contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Lovettsville	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

Other \_\_\_\_\_

**SERVICE RESPONSE CARD**

RFP 2024-05-0001

Date of Service: \_\_\_\_\_

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent  Good  Average  Fair  Poor

Did you have contact with Procurement staff?

How would you rate the manner in which you were treated by the Procurement staff?

Excellent  Good  Average  Fair  Poor

How would you rate the overall response to your request?

Excellent  Good  Average  Fair  Poor

COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ (evening)

**Please return completed form to: Town of Lovettsville • Project Manager •  
PO Box 209 • 6 E Pennsylvania Avenue, Lovettsville, VA 20180**