

REQUEST FOR PROPOSAL (RFP)
COMPREHENSIVE ENGINEERING, ARCHITECTURAL, SURVEYING AND RELATED
SERVICES for Town Park at Haymarket

ISSUE DATE: TBD, 9:00 am

RFP NO.: _____

QUESTION DEADLINE: _____

PROPOSAL DUE DATE: TBD; 3:00 p.m.

DELIVERY ADDRESS: Town of Haymarket,
15000 Washington St
#100
Haymarket, VA 20169

CONTACT: Emily Kyriazi
Town Manager
Phone: 703-753-2600
E-mail: ekyriazi@townofhaymarket.org

NOTICE OF ADDENDA: Any addenda to this RFP will be posted on the Town's Bid Board ([_____](#)) and will only be emailed to those firms who have REGISTERED on this site. It is the firm's responsibility to provide a correct email address and to be aware of any addenda.

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I. PURPOSE

The Town of Haymarket, Virginia (Town) is requesting sealed proposals for engineering, architectural, surveying and related professional and non-professional service to create a concept and plan for Haymarket's Town Park Pavillion and bathroom facility.

The majority of the services are anticipated to be related to typical civil engineering-type services. However, it is expected that some services will be required for more specialized engineering, architectural, or other related services. Individual firms may qualify for any or all of the services requested.

It is anticipated that one or more contracts will be awarded for each of the following specialties:

- General Civil Engineering and Surveying
- Utility Engineering (Water and Sewer)
- Water Resources Engineering, inclusive of MS-4 permit work
- Architecture / Mechanical / Electric
- Transportation Engineering
- Construction Engineering and Inspection Services
- Landscape Architecture

Other services as listed in Section III of this RFP may be assigned under the contracts.

The Town expects to award multiple contracts under this solicitation, and reserves the right to determine the exact number of individual contracts based on the responses received from this request. A firm may provide services for more than one of the specialty areas.

Consultant teams may be formed to provide more comprehensive services. However, it is not necessary for firms to have capabilities to provide all services listed.

The contracts awarded under this solicitation will be administered by the Town Manager.

II. BACKGROUND

The Town of Haymarket is a small, historic community situated in the rapidly growing westernmost portion of Prince William County, Northern Virginia, approximately 38 miles west of Washington, D.C. Located near the foothills of the Bull Run Mountains, Haymarket offers residents a unique combination of small-town charm, rich historical heritage, and access to natural recreational resources, while benefiting from the broader region's sustained growth and economic development.

Historically significant since the 18th century, Haymarket was founded in 1799 and maintains a well-preserved downtown district featuring architecture and landmarks linked to its early American roots and Civil War history. The town's population currently remains under 2,000 residents, yet it is part of a dynamic and expanding region that continues to attract residential and commercial development due to its strategic proximity to major employment centers across Northern Virginia and the Washington, D.C. metropolitan area.

The enhanced accessibility provided by Interstate 66 and other transportation infrastructure has accelerated growth in and around Haymarket, resulting in increased demand for municipal services

including planning, public safety, and infrastructure maintenance and expansion. The Town government, though smaller in scale compared to county administrations, has adapted to meet these evolving needs.

Given its location within a highly competitive labor market, the Town of Haymarket faces challenges in recruiting and retaining qualified personnel across all departments. To address this, the Town continually evaluates its compensation and benefits packages to remain competitive with neighboring jurisdictions and ensure delivery of high-quality services to its residents.

The Town of Haymarket, Virginia, is seeking proposals from qualified engineering and design firms to provide professional services for the design and development of a new park restroom facility and a park pavilion. The proposed facilities will be located within the Haymarket Park site (14740 Washington St., Haymarket, VA 20169) in Haymarket and are intended to enhance public amenities and support increased community usage.

III. SCOPE OF WORK

The successful offeror, also referred to herein as “Consultant”, will be expected to provide all expertise, labor, equipment, and resources necessary to complete the services herein. The requirements identified herein are for informational purposes only and the Town reserves the right to add and/or delete services based on specific tasks.

The selected firm will be responsible for the following tasks:

- Site analysis and survey (as needed)
- Schematic design that includes input from Town staff to maintain, design development, and construction documents
- Cost estimating at key design phases
- Permitting support and coordination with local and state agencies
- Public presentation assistance, if needed
- Construction administration support, including submittal review and field inspections

Deliverables shall include:

- Architectural and engineering drawings (CAD + PDF)
- Technical specifications
- Permit-ready documents
- Final cost estimate

Types of services for the contracts awarded under this RFP may include:

- Technical studies and reports (including planning reports, preliminary design reports, traffic studies, etc.)
- Flow analyses, hydraulic calculations, and assessments (for water, sewer and reuse systems)
- Preliminary and final design, preparation of construction plans, specifications and bid documents (including material quantity takeoffs, cost estimates, and related items). This may include road, pedestrian and bicycle improvements, drainage improvements, stormwater management and BMP design, building maintenance and upgrades, etc.
- Permit and permit renewal applications and related services (as required by regulatory agencies)
- Advisory services during bidding and bid evaluation
- Construction phase services such as shop drawing and submittal review, responses to RFIs, etc.
- Construction engineering and inspections
- On-site services during construction, such as operational trouble-shooting
- Record drawing and system start-up services (e.g. Elevator, Generator, HVAC, etc.)
- Updates and revisions to the Town Design and Construction Standards Manual
- Grant writing assistance

IV. PROPOSAL SUBMITTAL INSTRUCTIONS

A. Submittal Instructions

One (1) original (so marked), three (3) hard-copies of your proposal, and one (1) electronic copy of your proposal in USB flash drive format must be submitted to the address on the cover page of this RFP by the date and time noted. Late proposals will not be accepted. Telephone, fax, electronic, emailed and verbal offers will not be accepted.

Submit proposals in a sealed envelope with the following information on the exterior:

TITLE: RFP No. _____
Haymarket Park – Pavillion and Restroom Facility project
Comprehensive Engineering and Architectural Design

DUE DATE: _____
LOCATION: Town of Haymarket, Virginia
Town Hall
15000 Washington
St., #100

Offerors assume full responsibility for the delivery of the completed proposal to the address noted above on or before the deadline for submission. The Town is not responsible for the premature opening of any proposals not properly addressed and identified on the outside of a sealed envelope. The Town is not responsible for any loss or delay with respect to the delivery of the proposals. **ANY PROPOSAL RECEIVED BY THE TOWN AFTER THE DEADLINE FOR SUBMISSION WILL NOT BE ACCEPTED.**

B. Proposal Format

Offerors should submit proposals in the following format:

1. Proposals should include a cover letter, the completed RFP Submission Forms, references, supplemental information, and any other information that you deem appropriate.
2. Proposals should be submitted on 8-1/2" x 11" paper. Proposals are to be prepared simply and concisely. Elaborate artwork, expensive paper, visual, and other presentation aids are not required.
3. Proposals should be signed in ink by the individual or authorized principals of the firm.
4. Proposals should contain no more than fifty (50) individual sheets. Double-sided printed pages are encouraged. Note that a sheet printed on both sides is counted as a sheet. All sheets in the proposal (i.e. including covers, dividers and tabs, table of contents, executive summary, etc.) will be counted as part of the sheet count.

5. Each copy of the proposal should be bound or contained in binders, all pages shall be numbered, and shall be organized using tabs in the sequence and format as indicated below:

TAB 1	<ul style="list-style-type: none">• Letter of Interest• Table of Contents• Executive Summary• Offeror Submission Form• Acknowledgement of Addenda• Qualifications Form• SCC Registration (prime consultant and subconsultants)• DPOR Registration
TAB 2	<ul style="list-style-type: none">• Offeror's Qualifications and Experience• References
TAB 3	<ul style="list-style-type: none">• Understanding and Approach: Offeror's Understanding to Meet the Scope of Work as Outlined in Section III, Project Approach, and Quality Control Plan
TAB 4	<ul style="list-style-type: none">• Staffing: Project Team, Organization Chart, and Equipment
TAB 5 (Optional)	<ul style="list-style-type: none">• Supplemental Materials (optional)

C. Proposal Organization

Offerors are encouraged to be thorough in addressing the Scope of Work and the Proposal Submittal Instructions as outlined in this RFP. Offerors must fully address each of the following items and submit proposals using the following format:

1. Tab 1 – Letter of Interest, Table of Contents, Executive Summary, Offeror Submission Form, Acknowledgement of Addenda, Qualifications Form, SCC Registration (prime consultant and subconsultants), DPOR Registration

- **Executive Summary:** Provide a concise description of all work experiences as they relate to the scope of work, including but not limited to: background information about organization (i.e. philosophy, ownership, size, facilities, locations, etc.), management structure, the type of organization you represent (i.e. individual, partnership, corporation, etc.), a detailed history of all mergers and acquisitions, and a copy of the certificate from the State Corporation Commission stating that your Firm is authorized to transact business in the Commonwealth of Virginia.
- **Offeror Submission Form** - Each Offeror submitting a proposal must complete and include the Offeror Submission Form regarding company identification and ownership disclosures, conflict of interests, and collusion. The certification on this form must bear an original signature. Failure of the Offeror to include the required submission forms with its proposal may be cause for rejection of the proposal.

- **Acknowledgement of Addenda** - Each Offeror submitting a proposal must acknowledge all addenda issued by providing the Acknowledgement of Addenda. Failure of the Offeror to include the required submission forms with its proposal may be cause for rejection of the proposal.
- **Qualifications Form** - Each Offeror submitting a proposal must complete and include the Qualifications Form. This form must indicate the types of services that the firm wishes to be considered under this contract. Qualifications and experience must be described in Section C for each technical area that the firm is proposing to provide services
- **SCC Registration (prime consultant and subconsultants)** – It is incumbent upon each firm conducting business in Virginia to be in compliance with state law and regulations. To ensure firms are in compliance, Offerors should furnish with proposal submission supporting evidence of their SCC registration. Copies of on-line confirmation are acceptable documentation.
- **DPOR Registration** - Each business entity (prime and subconsultants) on the proposed team who is practicing or offering to practice professional services in Virginia, including, but not limited to, those practicing or offering to practice architecture, engineering, and surveying should provide copies of appropriate commercial professional registrations and licenses for all main and branch offices proposed for this Project, as well as providing copies of appropriate individual registrations/licenses for key personnel in responsible charge of portions of the work. Multiple registration certifications may be copied on a single sheet.

2. Tab 2 - Offeror's Qualifications and Experience, References

- **Qualifications and Experience:** Describe the qualifications and skills of the organization and project team to provide the services, including but not limited to: Offeror's qualifications to perform the services, qualifications and resumes of team members and other employees who will be managing and performing the services, indicate services to be subcontracted and subcontractor(s) to provide said services, and provide a minimum of three (3) references for which offeror has completed services comparable to the scope of work in this RFP and in an environment comparable to the Town of Haymarket.

Additionally, in the section, please provide the following:

- Description of firm, with emphasis on the staffing and capabilities of the office where the work will be performed.
- Prime consultant experience in performing the types of services required under this contract. Experience on projects involving Town of Haymarket Historic Guidelines and VDOT design standards should be noted.
- Any proposed subconsultants should be identified and their proposed role on the project team should be defined. Subconsultant experience on similar projects should be noted.

- Description of **five (5)** projects completed within the past ten (10) years. These projects should be different from the three (3) references requested in Tab 2 – Offeror’s Qualifications and Experiences, References. The projects should focus, to the greatest extent possible, on your firm’s past or present experience with local government entities on projects similar to the scope of projects described in Section III of this RFP. The projects should demonstrate your firm’s ability to ensure the timely completion of the proposed services in the most efficient manner and should represent experience by personnel proposed to be assigned to the Town’s projects. **The experience must demonstrate the firm’s capabilities to provide the services in each category that is checked on the Qualifications Form.**

The project descriptions should include the following information:

- Project Name
- Client reference (name, title, address and telephone)
- Design completion date vs. the scheduled design completion date
- Estimated construction cost and final construction cost, if known
- Project description
- Firm’s role on the project
- Key firm personnel
- The project descriptions should emphasize the relevancy of the experience to the services required under this contract.

3. Tab 3 – Understanding and Approach

- **Understanding and Approach:** Provide a detailed description of the services to be provided under this contract, including but not limited to: overview of the Offeror’s understanding of the scope of work and services to be provided, provide best practice approaches to the Town that will enhance efficiency and effectiveness, address each of the specific requirements set forth in Section III Scope of Work in order to demonstrate how the proposed solution will meet the specifications requested, and a statement explaining why the offeror’s proposed solution would be the most advantageous to the Town.

Additionally, please provide the following:

- Briefly provide an understanding of how the contracts will be utilized by the Town.
- Describe key issues that can be anticipated based on experience with the Town or on similar contracts with other local governments, and provide an approach to resolving those issues.
- Describe the Offeror’s approach to comprehensive consulting services on task order contracts.

- Discuss the firm's approach to keeping the project on schedule and within the established budget, including the firm's approach to meeting scheduled commitments, methods of responding in short time periods, and techniques used to control engineering and construction costs.
- Discuss the firm's quality control processes.

4. Tab 4 – Staffing - Project Team, and Organization Chart

- Provide an organization chart, including, at a minimum:
 - Project Manager
 - Key Task Leaders
 - Quality Management Team Personnel
 - Other Key Staff

For each person shown on the chart, clearly indicate their role and office location. If the person is from a sub-consultant, that should be noted.

- Provide staff resumes describing the qualifications and specific experience for each key project team member listed on the organizational chart.

5. Tab 5 – Supplemental Materials (optional)

- This optional section can include materials such as technical papers, company brochures/publications, or industry awards that directly relate to the elements of this project. These pages will count toward the 50-page limit.

V. EVALUATION CRITERIA AND AWARD

A. Evaluation Criteria

Proposals will be evaluated on the following criteria and weighted accordingly:

1. Offeror's Qualifications and Capabilities – 20%
2. Understanding of the Town's Needs, approach to Tasks and Quality Control – 30%
3. Staffing/Personnel Qualifications – 20%
4. History of Services on Similar Projects – 20%
5. Availability and Accessibility to the Town – 10%

B. Selection Process

The Town Manager will evaluate and rank all proposals based on the Evaluation Criteria outlined in Section V. The evaluation will follow the process for competitive negotiation of professional services as described in Section 2.2-4302.2 of the Virginia Public Procurement Act (VPPA).

Based on this evaluation, the Town Manager will determine the highest-ranked offerors. At the Town Manager's discretion, offerors may be invited to make an oral presentation of their proposals. If required, the Town Manager will coordinate the time and location for such presentations.

Following any presentations, offerors may be re-ranked. The Town Manager will then enter into

negotiations with the top-ranked offeror, addressing the scope of services, estimated man-hours, and pricing. If negotiations are unsuccessful, they will be formally concluded, and the Town Manager may proceed to negotiate with the next highest-ranked offeror.

Upon completion of successful negotiations, the Town Manager will submit a recommendation to the Town Council for final approval and contract award.

C. Contract Award

The Town intends to award contracts to multiple qualified offerors authorized to transact business in the Commonwealth of Virginia with demonstrated experience similar in nature to that being requested herein. The award of a contract should be at the sole discretion of the Town. Awards will be made to the offerors whose proposals are determined to be most advantageous to the Town, taking into consideration the above criteria.

The Town reserves the right to accept or to reject any or all proposals in whole or in part, to make multiple awards, and to waive informalities in the process of awarding this contract. The Town further reserves the right to make an award of a contract without further discussion of the proposals received provided it is determined in writing that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration. Therefore, proposals should be submitted initially on the most favorable terms that the offeror could propose with respect to both price and technical capability.

The contents of the proposals submitted by the successful offerors will become a part of any contract awarded as a result of this RFP. The successful offerors should be expected to sign a contract with the Town. Additional terms and provisions may be included in each contract, a sample copy of which is enclosed.

VI. QUESTIONS AND INQUIRIES

Unless otherwise instructed, the Procurement Contact is the sole point of contact for questions concerning this RFP. Questions concerning this RFP must be made in writing, via email, to the Procurement Contact listed on the cover page of the RFP. **Questions must be received by the date and time listed on the cover page of the RFP.**

A formal addendum responding to all questions received by the deadline will be made available no later than five business days before the proposal due date. Additional clarifications to the specifications will also be in the form of a written addendum. All addenda will be posted on the Town's website. Such addenda will become part of the contract documents. Verbal instructions are not binding and will not form a part of the proposal documents. It is the Offeror's responsibility to obtain all addenda from the Town's website: www.townofhaymarket.org

VII. TERMS AND CONDITIONS

A. Special Terms and Conditions

1. **Contract Term:** The initial term of this annual, requirements contract shall commence on a date that is mutually agreed upon by both parties and shall continue in force for one (1) year. Upon mutual agreement of both parties, this contract may be renewed for up to four (4) additional one-year renewal terms.

Pricing for additional renewal years may be negotiated but at no time will a single year unit price increase more than the percentage increase of the Services category, all urban consumers, not seasonally adjusted, CUURA311SAS of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index should be <http://www.bls.gov/cpi>.

2. **Contract Task Order Assignment:** In accordance with §2.2-4303.1 of the Virginia Public Procurement Act, the maximum value of an individual task that may be assigned under this contract is \$150,000. The maximum value assigned to each consultant for all tasks performed is \$750,000 per one-year contract term. When selected for a task assignment, the Consultant will be required to provide a technical proposal, cost proposal, and project schedule. Negotiations for an assignment will be conducted by competitive negotiation in accordance with the Virginia Public Procurement Act.

Individual or multiple tasks may be assigned to the Consultant based on the following: Capabilities and expertise of Consultant related to the task, availability and ability of Consultant to meet specific Town schedule requirements, and cost effectiveness.

B. General Terms and Conditions

1. **Proposal Binding for One Hundred Twenty (120) Days:** Offeror agrees that this proposal shall be valid and may not be withdrawn for a period of one hundred and twenty (120) calendar days after the due date.
2. **Late Proposals:** Proposals received after the time specified on the cover page of this RFP will not be accepted and will be returned unopened, provided a return address is visible.
3. **Acceptance or Rejection of Proposals:** The Town reserves the right to accept or reject any or all proposals in whole or in part and to waive minor informalities in the process of awarding this contract.
4. **Competition Intended:** It is the Town's intent that this request for proposals permits competition. It should be the offeror's responsibility to advise the Procurement Officer in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this

RFP to a single source. The Procurement Officer must receive such notification at least ten (10) business days before the due date.

5. **Understanding of Specifications:** Offerors should thoroughly examine and be familiar with the Town specifications. The failure or omission of any offeror to receive or examine this document should in no way relieve any offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.
6. **Exceptions to RFP:** Offerors taking exception to any part or section of this RFP should indicate such exceptions in their proposal. Failure to indicate any exceptions should be interpreted as the offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals are subject to rejection in whole or in part.
7. **Inquiries Concerning Specifications:** Questions concerning this RFP must be made in writing to the Procurement Contact listed on the cover page of the RFP.
8. **ADA Reasonable Accommodation Clause:** If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Procurement Officer at least ten (10) business days before the proposal due date.
9. **Employment Discrimination Prohibited:** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation should be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

10. **Disposition of Proposals:** All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each proposal will be retained for official files and will become a public record. These records will be available for public inspection after award of the contract. It is understood that the proposal will

become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section 12. "Trade Secrets and Proprietary Information Disclosure".

11. **Trade Secrets and Proprietary Information Disclosure:** In compliance with the Town's Procurement Policies, all proposals will be available for public inspection. Trade secrets and proprietary information submitted by an offeror in connection with procurement will not be subject to public disclosure under the Virginia Freedom of Information Act. However, the offeror must invoke the protection of this section before or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that the costs are to be protected is unacceptable.
12. **Laws and Regulations:** The offeror's attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract should apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.
13. **License Requirement:** All firms doing business for the Town are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Leesburg, VA are exempt from this requirement. Offerors do not have to obtain a BPOL license in order to submit a proposal; however, offerors must obtain a license, if applicable, prior to award of the contract. Questions concerning the BPOL Tax should be directed to the Department of Finance, Telephone **703-771-2753**. Indicate the BPOL license number on the proposal form.
14. **Ethics in Public Contracting:** The offeror agrees that it will adhere to Article 6 – "Ethics in Public Contracting" requirements set forth in the Virginia Public Procurement Act.
15. **Safety:** All contractors and subcontractors performing services for the Town are required and should comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupation Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors should 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.
16. **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. If any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Town until said work or services are completed and accepted.

Termination for Convenience – In the event that this contract is terminated or cancelled upon request and for the convenience of the Town, without the required thirty (30) days advance written notice, then the Town will negotiate reasonable termination costs, if applicable.

Termination for Cause: – Termination by the Town for cause, default or negligence on the part of the contractor will be excluded from the foregoing provision; termination costs, if any, will not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause. In the event of default by the offeror, we reserve the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of commodities and/or service not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years – When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor 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.

17. **Non-Assignment of Contract:** The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Procurement Officer, such permission not to be unreasonably withheld.
18. **Use by Other Localities:** Offerors are advised that the resultant contract may be extended, with the authorization of the offeror, to other public bodies or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The Town of Haymarket acts only as the “Contracting Agent” for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.

It is the Contractor’s responsibility to notify the public body(s) of the availability of the contract.

Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.

Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract’s terms and conditions. If, when preparing such a contract, the general terms and conditions of the public body are unacceptable to the Contractor, the Contractor may withdrawal its extension of the award to that public body.

The Town of Haymarket shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that Public Body by the Contractor.

19. **Modification of the Contract:** This contract may be modified by an approved contract modification or change order signed by both parties in accordance with the VPPA.

20. **Discrimination Prohibited; Participation of Small and Minority-Owned Business:** The Town shall 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.

21. **Drug-free Workplace to be maintained by Contractor; Required Contract Provisions:** All public bodies shall include in every contract over \$10,000 the following provisions:

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

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

22. **Collusion Among Offerors:** More than one proposal from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that an offeror has an interest in more than one proposal for the work contemplated will cause rejection of all proposals in which the offeror is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the offerors. Participants in such collusion may not be considered in future proposals for the same work. The signer of the proposal must declare that all persons, companies and parties interested in the contract as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in

all respects fair and in good faith without collusion or fraud; and that the signer of the proposal has authority to contractually bind the offeror. See Offeror Submission Form.

23. **Town Employees:** No employee of the Town shall be admitted to any share or part of this contract or to any benefit that may arise there from.
24. **Qualification of Offerors:** Each offeror may be required, before the award of any contract, to show to the complete satisfaction of the Evaluation Team that it has the necessary facilities, abilities, and financial resources to furnish the service or material specified herein in a satisfactory manner, and the offeror may also be required to show past history and reference which will enable the Evaluation Team to be satisfied as to the offeror's qualifications. Failure to qualify according to the foregoing requirements will justify proposal rejection.
25. **Liability:** The successful offerors will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful offerors that make performance impossible or illegal, unless otherwise specified in the agreement.
26. **Expenses Incurred In Preparing Proposal:** The Town accepts no responsibility for any expense incurred in the proposal preparation and presentation. Such expenses are to be borne exclusively by the offeror.
27. **Protest of Award or Decision to Award:** An offeror may protest an award or decision to award a contract under procedures as set forth in the VPPA.
28. **Ethics In Public Contracting:** This specification incorporates by reference, but is not limited to, the provisions of law contained in the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of title 18.2 of the Code of Virginia, as amended, and the Town Procurement Policy.
29. **Faith-Based Organizations:** The Town of Haymarket does not discriminate against faith-based organizations.
30. **Insurance Requirements** – Offeror shall secure at its own expense general liability insurance in an amount not less than \$2,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

Offeror shall also carry:

- Automobile insurance in an amount not less than \$2,000,000 solely contained in a Commercial Auto Policy or in combination with an Umbrella or Excess Policy;
- Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia;
- Professional Liability (E&O) Insurance for any errors or omissions in the services it provides to the Town, in an amount of not less than \$2,000,000; and

- Other insurance coverage deemed by the Town to be appropriate to his agreement.

The above-mentioned coverage shall be placed with an insurance carrier licensed to do business in the Commonwealth of Virginia. The carrier must have an AM Best Rating of A or better. A Certificate of Insurance identifying coverage and naming the Town of Haymarket as additional insured shall be furnished to the Town. A copy of the endorsement to the offeror's policy shall be provided as proof of this requirement. Liability coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving thirty (30) days prior written notice of such action to the Town.

31. Payment Clauses: Pursuant to Section 2.2-4354 of the VPPA, within seven days after receipt of amounts paid to the offeror by the Town for work performed by the subcontractor under the resulting contract the Offeror will:

- a. Pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under that contract; or
- b. Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

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

The offeror will pay interest to the subcontractor on all amounts owed by the offeror that remain unpaid after seven days following receipt by the offeror of payment from the Town for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subdivision

"Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month."

The offeror will 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 contractor'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 Town. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

32. Prime Vendor Responsibilities: Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFP. If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime vendor for all such items and must assume full responsibility for the procurement delivery and quality of such services. The offeror

will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

33. **Purchase Orders:** A purchase order will be issued upon assignment of individual task orders, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia, and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto. Services are not to begin until receipt of the purchase order and/or other notification by the Town's Procurement Officer or designee.

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