



**Central Shenandoah Planning District
Commission (CSPDC)
Request for Proposal**

RFP #2022-001

**Architectural and Engineering Design Services
for Lewis Street Transit Hub**

RFP Issued: September 19, 2022

Contact: Ann Cundy, Director of Transportation

Central Shenandoah Planning District Commission (CSPDC)

112 MacTanly Place, Staunton, VA 24401

Phone: (540) 885-5174 **Fax:** (540) 885-2687 **Email:** ann@cspdc.org

Contact: Paula Melester, Regional Planner

Central Shenandoah Planning District Commission (CSPDC)

112 MacTanly Place, Staunton, VA 24401

Phone: (540) 885-5174 **Fax:** (540) 885-2687 **Email:** paula@cspdc.org

1. GENERAL INFORMATION AND NOTICES TO OFFERORS

1.1 PURPOSE

The Central Shenandoah Planning District Commission (CSPDC) is soliciting sealed proposals from qualified architectural firms to produce detailed designs, construction drawings, and specifications and contract documents, and to obtain the necessary related regulatory approvals for the rehabilitation and renovation of the Lewis Street Transit Hub located at 240 North Lewis Street, Staunton, Virginia. It is the intent of this proposal to result in the competitive negotiation of a fixed-price contract for these services. The successful firm will demonstrate proven management skills and technical competence in the design of public transit facilities of similar design and function.

1.2 PROCUREMENT TIMELINE

The following timeline has been established for this procurement, though dates may change. Local (Staunton, VA) prevailing times apply below:

September 19, 2022	RFP Publication
October 3, 2022	Pre-proposal Conference 2:00 pm (via Zoom)
October 12, 2022	Deadline to submit written questions – 5:00 pm (ET)
October 21, 2022	Proposals due by 5:00 pm (ET)

1.3 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held via Zoom video/telephonic conference on October 3, 2022 at 2:00 pm (EST). Interested Offerors should email Paula Melester, paula@cspdc.org with the name of their firm and attendees to receive the link/information for accessing the Zoom meeting. The meeting will be recorded.

Vendors may submit questions in advance via email to Paula Melester, paula@cspdc.org (due September 27, 2022) to be read and answered during the meeting. Additional questions may be asked during the meeting if time permits.

The proceedings of the meeting, including an attendee’s list and all questions and answers, will be presented in an Addendum to the RFP, which will be posted to the CSPDC’s website and can be accessed by visiting the following link and navigating to the specific page for this solicitation: <https://www.cspdc.org/2022/09/16/rfp-for-lewis-street-hub-project-staunton/> The anticipated post by date is October 7, 2022.

1.4 DEFINITIONS

Contract or Agreement: binding agreement between CSPDC and the Successful Offeror(s) to perform work as described in this solicitation and the Successful Offeror’s proposal.

Contractor or Engineering Firm: Also referred to simply as “Firm”; Party to whom an award is made to perform the work required in this solicitation under the Contract.

CSPDC: Central Shenandoah Planning District Commission

FTA: Federal Transit Administration

Offeror, Proposer, or Vendor: Interested party responding to this solicitation.

Owner: CSPDC

Proposal: The offer submitted by an interested party to perform work as required under this solicitation.

Successful Offeror: Party to whom the Owner intends to issue an award.

1.5 COMPETITION INTENDED

It is CSPDC's intent that this Request for Proposal (RFP) allows for competition in the request for architectural/engineering design services. It shall be the Offeror's responsibility to advise the CSPDC in writing if any language, requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source. The CSPDC must receive such notification not later than ten (10) days prior to the date set for acceptance of proposals.

1.6 FAMILIARITY WITH PROPOSED WORK

It is the responsibility of the Contractor/Firm, by careful personal examination of the RFP Documents and the work site, to visit the site (if necessary) to become familiar with and satisfy the Contractor/Firm as to the general, local, and site conditions that may affect cost, progress, performance, or satisfactory completion of the work. The Contractor/Firm should study and carefully correlate the Contractor's knowledge and observations of the RFP documents and such other related data and to promptly notify the Owner of all conflicts, errors, ambiguities, or discrepancies which the Contractor has discovered in or between the RFP Documents and such other related documents of field/site conditions. Failure to do so shall not relieve a successful Contractor of his obligation to perform as per the provision of the resulting contract. The Contractor shall not at any time after the execution of the contract, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding with regard to the nature, conditions or character of the work to be done under the contract.

1.7 INTERPRETATIONS AND ADDENDA

No oral explanation in regard to the meaning of the RFP Documents will be made, and no oral instructions will be given before the award of the work. Discrepancies, omissions or doubts as to the meaning of the RFP Documents shall be communicated in writing to the Owner for interpretation. Offerors should act promptly and allow sufficient time for a reply to reach them before the submission of their Offers. Any interpretation made will be in the form of an Addendum to the RFP, which will be posted on the CSPDC website.

Receipt of all issued addenda shall be acknowledged in the Offerors proposal on the RFP Cover Sheet in the space provided.

1.8 VENDOR CONTACT

Upon release of this solicitation document, all Vendor communications concerning this procurement must be directed to the designated point of contact from the CSPDC:

Paula Melester, Regional Planner
112 MacTanly Place, Staunton, VA 24401
Email: paula@cspdc.org

Questions regarding this RFP must be submitted in writing to the above contact no later than October 12, 2022. Questions received will be answered in the form of an Addendum and posted on the [CSPDC website](#).

No Offeror shall initiate or otherwise have contact related to the solicitation with any CSPDC staff/employee other than the designated contacts provided herein. Any contact by an Offeror with staff other than designated

contact concerning this solicitation is prohibited and may cause the disqualification of the Offeror from the procurement process.

1.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The **CSPDC has established a contract goal of 3% DBE participation for this procurement**. Offerors must complete the DBE Participation Forms included among the cover pages of this RFP. It is the policy of CSPDC to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts.

1.10 CONTRACTUAL AGREEMENT

The resulting contract from this RFP shall be for the life of this project from contract award through all phases of the project outlined in the Scope of Services. Termination of the contract shall be as described in the General Terms and Conditions.

The negotiated fee schedule based on the Scope of Services and terms and conditions contained herein shall be incorporated into the standard contract provided by CSPDC. The contract will also incorporate with the RFP and any addenda and modifications thereto, along with the successful Offeror's proposal and any negotiated modifications.

The Contractor/Firm shall inform himself in full of the conditions relating to the performance of the contract. Failure to do so shall not relieve the successful offeror of his obligation to furnish Architectural and Engineering design services, materials, and reports or other services necessary to carry out the provisions of this RFP and resulting contract and to complete the Scope of Services outlined therein.

1.11 CONTRACT AND PAYMENT

This solicitation will result in a firm-fixed contract based on the Successful Offeror's Price Proposal as negotiated with CSPDC. Price proposal shall include all direct costs, indirect costs, overhead and profit, and represent the total amount payable by CSPDC for these services. The Successful Offeror must provide its federal employer identification number and form W-9 to CSPDC Purchasing Office before requesting payment.

The Contractor/Firm will submit monthly itemized invoices for work completed with appropriate documentation to the CSPDC, to the payment address shown on the purchase order or contract. All invoices must show the contract or purchase order number and Contractor/Firm federal employer identification number. No invoice may include any cost other than those listed in the contract or in an individual purchase order referencing the contract. Payments shall be made to the Contractor by CSPDC in accordance with the contract after all required services and tasks have been completed to the satisfaction of CSPDC.

The proposer shall inform himself in full of the conditions relating to the performance of the contract. Failure to do so shall not relieve the successful proposer of his obligations to carry out the provisions of this RFP and to complete the Scope of Work/Statement of Needs outlined herein.

These provisions and other terms and conditions mutually agreeable to all parties will be included in the Contract, along with the RFP and all modifications hereto, by reference. Any concerns regarding the Contract shall be addressed within the proposal response.

1.12 RESERVATION OF RIGHTS

CSPDC reserve the right to cancel, amend, or reissue this RFP or the Project at any time without prior notice. CSPDC makes no guarantee that any contract will be awarded to a proposer responding to this RFP. CSPDC

further reserves the right to accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities in Proposals.

1.13 PROPOSAL PROTEST PROCEDURES

The Central Shenandoah Planning District Commission shall make every effort to award contracts in compliance with Federal, State, and local regulations. Offerors who feel that a contract has been, or may be, awarded improperly shall have the right to protest the specifications and/or contract award in compliance with applicable Federal, State, and local regulations.

Any Offeror that desires to protest the award or decision to award a contract by CSPDC shall submit such protest in writing to CSPDC no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the Offeror awarded the contract is not a responsible Offeror. The written protest shall include the basis for the protest and the specific relief sought. CSPDC's Executive Director or designee shall issue a decision in writing within ten (10) days stating the reasons for the action taken. The decision shall be final unless the Offeror appeals within ten (10) days of receiving the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.

If a protestor is not satisfied with the decision made by CSPDC, and Federal funds are involved, the protestor may file a protest with the Federal Transit Administration (FTA). Review by FTA will be limited to:

1. Violation of Federal law or regulations
2. Violation of CSPDC's protest procedures described herein or failure by CSPDC to review a protest.

Protests must be filed with FTA (with concurrent copy to CSPDC) within five working days after protestor has actual or constructive notice that CSPDC has rendered a final decision, or five working days after the protestor knows, or has reason to know, that CSPDC has failed to render a final decision. After five working days, CSPDC will confirm with the FTA that the FTA has not received a protest on the contract in question.

The FTA Circular 4220.1F is available for review at CSPDC offices. A copy may be obtained from FTA at the following address:

Federal Transit Administration
Region III
1760 Market Street, Suite 500
Philadelphia, PA 19103-4124

CSPDC shall not be responsible for any protests not filed in a timely manner with FTA.

1.14 SYSTEM FOR AWARD MANAGEMENT (SAM.gov) REGISTRATIONS

This contract will utilize federal funds. Vendors that intend to pursue federally funded contracts as a prime awardee must be registered in the System for Award Management (SAM) prior to submitting a proposal. Registration is free and can be accomplished by visiting www.sam.gov.

1.15 REGULATIONS

This project will be funded by a combination of sources including the Federal Transit Administration (FTA) and the Commonwealth of Virginia. As such, the CSPDC contract and resulting services and documents developed pursuant to this RFP shall be subject to all regulations and any review requirements by those respective agencies and including the appropriate state and local agencies. The Contractor/Firm agrees it shall comply with all applicable Federal, State, and local regulations. In addition to the requirements described herein, any additional

regulatory compliance required by the United States Department of Transportation, FTA and/or related State and Local Laws, Rules, and Regulations shall be complied with.

2. SCOPE OF WORK

2.1 BACKGROUND

The Central Shenandoah Planning District Commission (CSPDC) became the designated recipient of Federal 5307 funds in 2013 and operates fixed route and ADA-compliant paratransit service under the brand name BRITE. In 2017, the CSPDC began receiving 5311 funds as a subrecipient of the Virginia Department of Rail and Public Transportation (DRPT).

BRITE operates eleven cutaway buses and rubber-tired replica trolley in revenue service, supported by a spare fleet of four buses. Transit routes operate primarily in Augusta County and the cities of Waynesboro and Staunton, with several stops in adjacent jurisdictions of Rockingham County, the Cities of Harrisonburg and Charlottesville, and the Town of Bridgewater, and the City of Charlottesville and Albemarle County via a demonstration grant service called Afton Express.

We operate eight routes and urban paratransit service across a geographically large region with an annual ridership of 275,059 (FY19). Our routes connect riders to transit systems in Harrisonburg and Charlottesville, as well as Amtrak service in Staunton and Charlottesville.

We are unique in our partnerships with public and private entities to fund transit service. Our funding partners are the Cities of Staunton and Waynesboro, Augusta County, Augusta Health medical center, Blue Ridge Community College (BRCC), Wilson Workforce Rehabilitation Center (WWRC), and Valley Social Services. Afton Express us also supported by the University of Virginia, UVA Medical Center, the City of Charlottesville, and Albemarle County.

2.2 PROJECT BACKGROUND

Five of BRITE Transit's routes and 70% of riders have hubbed at a parking lot on North Lewis Street in downtown Staunton for more than 15 years. When the lot came up for sale in early 2021 and could be sold to a private owner, CSPDC purchased the lot to preserve this critical asset for BRITE. Careful evaluation of other potential sites in downtown Staunton confirmed that the lot is the best location for the BRITE Hub because of its central location and off-street space for bus parking, park- and kiss and ride use. CSPDC purchased the lot knowing that the pavement was in a critical state of disrepair, and inadequate for continued transit service.

The project site is located at 240 North Lewis Street, Staunton, Virginia and includes 2.24 acres, with improvements to cover approximately 25,000 square feet of the parcel. This project will rehabilitate the BRITE Transit Hub by rebuilding the surface with asphalt for parking spaces and concrete for the bus lane, defining separate bus and vehicle parking, assuring ADA-compliant access to bus loading areas, relocating bus shelters adjacent to the bus parking with safety lighting and bike racks, and dedicating space and electrical conduit for four EV-ready spaces for park and ride users of transit. By redefining the space for bus parking, passenger access and transfers, we will improve the efficiency of the BRITE system, and the safety, security, and comfort of our riders.

2.3 SCOPE OF SERVICES

The contract award pursuant to this RFP shall include all architectural and engineering design services as required

and/or necessary for approvals, permitting, and construction of the Lewis Street Transit Hub project; along with contract administration and construction management. All firms submitting proposals shall be registered in the Commonwealth of Virginia and shall provide documentation in their proposal that they have completed designs for public transit facilities of similar design and function.

A transit hub will be designed that includes rehabilitation of the existing surface, a designated bus parking lane and passing lane, relocation of existing shelters, ADA-compliant access to bus boarding area. The proposed concept should match the existing lot footprint. There is no right-of-way acquisition cost, no significant earthwork, and no significant change in land cover. A 10% concept plan was commissioned by the CSPDC when applying for funding. The concept plan as prepared by Consultants at Kimley-Horn is included as **Attachment B**.

Elements of the design will include:

- A. **Access**: Maintain existing two (2) access points off of North Lewis Street, and convert access points to accommodate two-way traffic.
- B. **Transit Lanes**: Addition of a 12-foot dedicated lane for bus parking, with a 10-foot passing lane. Bus lanes to consist of 5” reinforced concrete over 6” aggregate base.
- C. **Shelters and Bike Rack**: Relocation of two (2) existing shelters to the bus boarding areas. Relocation/addition of benches, and trash receptacles in the shelters. Relocation of existing bike rack to an appropriate location on the site.
- D. **Seating and Amenities**: Addition of retaining-wall seating on the hill along the northwest corner of the site.
- E. **Lighting**: New lighting along the west side of the site, and where appropriate to ensure safety of passengers when waiting for and boarding buses.
- F. **Parking**: Re-paving the parking areas to include a 2” surface mix over 6” aggregate base. Parking spaces for 29 vehicles including two (2) ADA accessible spaces and four (4) spaces dedicated for EV-charging stations.
- G. **Landscaping**: Incorporation of green space, landscaping, and plantings.

Transit hub design shall meet current Federal Transit Administration standards, including the FTA Project Management and Construction Guidelines and be designed in accordance with current sustainability policies and practices.

The Contractor/Firm shall provide all architectural services required for the project. Engineering services such as geotechnical investigations, site design, and plat creation will be provided by the Contractor either in-house or through third parties. The Contractor/firm shall also provide Construction Management and Construction Administration services. All design and professional services shall be in accordance with all applicable and most current versions of local, State, and Federal codes, rules, regulation, ordinances, specifications, policies and procedures including the Federal Transit Administration Management and Construction Guidelines; current Virginia Uniform Statewide Building Code; current ADA accessibility requirements for site; state and local health department regulations; all other codes and standards required by architectural and engineering professional standards.

2.4 **WORK PHASES**

a. **Program and Schematic Design Phase**

The Contractor/Firm shall review the Owner’s previously gathered project information, which includes a

10% concept plan (**Attachment B**) and consult with CSPDC's Project Manager and other key staff to finalize the programming and schematic design decisions.

During this phase, preliminary construction cost estimates and proposed construction schedules shall be prepared for the work, with necessary adjustments to be made to the project budget or schematic design to assure that adequate resources are available for the project.

b. Design Development Phase

The Contractor/Firm will prepare, furnish, and review preliminary design drawings with CSPDC representatives and draft construction specifications for the transit hub. This design effort will further the work obtained during the schematic design phase and provide sufficient detail for further analysis and review. An updated statement of probable construction costs and budget shall be prepared for evaluation.

Value Engineering (VE) will be conducted during the design process in accordance with Federal regulations. Staff from the Virginia Department of Rail and Public Transportation (DRPT) and the Federal Transit Administration may be involved in the value engineering process. This process would include reviewing the design drawings, specifications, design parameters, cost data, reports, and other relevant information. Subsequent to the commissioning and value engineering work effort, but prior to furthering the design, the Contractor/Firm shall, in consultation with the Owner, incorporate selected comments or recommendations obtained from the commissioning and value engineering work effort into their design at no additional cost to the Owner.

c. Construction Document Phase

The Contractor/Firm shall prepare its technical specification and furnish a draft to review with CSPDC representatives. The review is subject to the final drawings and specifications going through the plans review process and upon final approval, to be included in the bid documents for construction purposes. Final construction costs and budgets shall be compared, and adjustments made accordingly as deemed necessary by CSPDC. The Contractor shall submit drawings and technical information for development approvals or regulatory reviews and provide all modifications necessary to the design drawings necessary to obtain applicable regulatory approvals.

ALL CONSTRUCTION SPECIFICATIONS SHALL BE PROVIDED TO THE PURCHASING OFFICE AT THE 30/60/90% STAGE AND THE FINAL APPROVED 100% IN ONE UNIFIED .PDF FILE FOR INCORPORATION INTO THE FINAL BID DOCUMENT.

d. Bid and Award/Construction Administration

The Contractor/Firm shall answer questions and write all non-procurement related addenda that may be necessary during the bidding phase, review bids, and make recommendations for award of contract. Upon award of a construction contract, the Contractor will administer the construction contract through review of submittals, payment applications, schedules, construction, quality, change applications/directives, and periodic visits to the job for attendance at progress meetings. Full time project representation by the Contractor during construction is not anticipated but may be requested as an additional service.

e. Project Closeout/System Startup

Upon completion of construction, the Contractor/Firm shall assist CSPDC in establishing a site maintenance plan, review completeness of work in relation to the construction documents, and preparation of closeout documentation and as built drawings.

2.5 ADDITIONAL DETAILS

- a. **Standard of Care.** The design and plans of the project shall incorporate the requirements of the Virginia Uniform Statewide Building Code as well as the requirements of all other applicable codes and regulations pertaining to the design and construction of the project. The Architectural and Engineering services performed under this contract shall conform to that degree of care and skill ordinarily exercised by reputable members of its profession in the Central Shenandoah area.
- b. **Documentation.** Review drawings and provide recommendations. Document all meetings, conferences, and information obtained by the telephone and personal visits. Accurate notes and minutes shall be typed, reproduced, and emailed to the Project Manager within 5 working days.
- c. **Construction Budget.** Monitor the estimated construction costs during design to ensure the project provides a complete and useable transit hub within the construction budget.

Should the cost estimate at any time indicate that the project as designed exceeds the construction budget, the Contractor/Firm shall notify the Project Manager at once and provide recommended design alternatives that could be used to keep the project within budget.

In the event the lowest responsive and responsible bidder exceeds the construction budget by 5% or more, then the Contractor shall, with Owner's approval and at the sole expense of the Contractor/Firm, revise the drawings and specifications as may be required to bring the project in line with the budget.

- d. **Permits.** Prepare all forms, sketches, drawings, and supporting documentation necessary for the permitting by the required agencies.
- e. **Payment.** Review payment applications for completeness of work corresponding to percent complete on applications for approval of payment. All construction must comply with Davis-Bacon regulations and adequate documentation must be provided to allow CSPDC staff to evaluate compliance with the regulations.

2.6 SUBMITTAL FORMAT REQUIREMENTS FOR PROJECT

- a. **Written Format Documents.** Documents, including cost estimates, specs, design calculations and reports shall be bound. The submittal title, project name, contract number, and date shall appear on or be visible through the cover. Divide each volume into logical sections. Include an opening summary or overview.
- b. **Quantity.** Until 100% submission – submit 1 full size set and 2 half-size sets of all drawings for each task. Submit 1 hardcopy of reports and specifications and 2 digital copies of specifications and reports for each task, clearly labeled.
- c. **Delivery.** Deliver submittals by overnight mail or in person to Project Manager.
- d. **Rejection.** If a task submittal fails to meet the requirements specified, it will be Rejected by the Project Manager and the reasons therefore explained. The A/E shall revise and resubmit rejected submittals, at no additional cost to the Owner.
- e. **Contract Drawings.** Provide drawings on 36 x 24-inch, reproducible sheets. Include a cover sheet. Prepare the drawings so they are legible and clear when reduced to half size, with lettering on the originals no smaller than 1/8 inch high.

Contract documents from conceptual design forward will be considered the exclusive property of Central Shenandoah Planning District Commission and may not be reproduced or distributed by the Contractor/Firm or any printing company without the prior written approval of the Project Manager or

other authorized CSPDC representatives.

Provide drawings, including all addenda, electronically in pdf or CAD file format, specifically most current available AutoCAD drawing digital file format. Include all support files, i.e. fonts, xrefs, etc, necessary to load files not included in the stock AutoCAD application. Electronic versions shall be full size and have a resolution of at least 300 dpi.

Drawing files should conform to the current National CAD standards as published by the National Institute Building Sciences of Washington, D.C. Include with the submission of drawing files a “Statement of Substantial Conformance” as published in the National CAD Standards. Describe any variations from proscribed CAD Standard format with the Statement of Substantial Conformance.

- f. Contract Specifications.** Print specs on 8 ½ x 11-inch paper with 1-inch side margins and ½ inch top and bottom margins. On each page type the assigned CSPDC Invitation for Bids number. These specifications should also be furnished electronically.
- g. Design Calculations.** Prepare on 8 ½ x 11-inch paper. Calculations shall be detailed and broken down into all major structural, mechanical and electrical components of the project. Reference the various sections of codes and Standards used where applicable throughout the calculations. Identify design criteria and equipment performance parameters in the calculations. Design calculations shall also be furnished electronically.

2.6 SCHEDULE

Time is of the essence and Offerors will be evaluated, in part, based upon their ability to complete the work in accordance with a reasonable timeframe based on a proposed project scheduled. CSPDC has a tentative target date to bid the construction in April 1, 2023. However, CSPDC invites Offerors to propose a schedule deemed most feasible and in line with best practice for this project. CSPDC intends to discuss the schedule in greater detail and to negotiate a final schedule with the Successful Offeror.

2.7 ASSISTANCE PROVIDED BY CSPDC

- a.** Assign a project manager who will coordinate and facilitate communication between the Contractor/Firm and various Federal, State, and local agencies.
- b.** Provide all information that relates to the requirements of the project or is relevant to the project and assist in identifying issues that might impact project completion.
- c.** Examine studies, test reports, sketches, drawings, proposals, specifications and other pertinent documents, review requests and authorize proceeding to each.
- d.** Provide whatever records or technical information that may exist and be deemed helpful to the design process, including base topographical maps, aerial photographs, design of related parcels, property boundary information, and other related available data.

3. PROPOSAL PREPARATION AND SUBMITTAL

3.1 PROPOSAL SUBMISSION REQUIREMENTS

To maintain the integrity of the sealed proposal the CSPDC will only accept electronic submissions of the requested materials. Vendors should register with DemandStar (See attachment E) prior to the due date and time specified in the RFP documents to submit their proposal. The electronic date/time stamp when submitted to DemandStar with proposal attachments is considered the delivered due date and time. CSPDC staff will not be able to access the documents until after the due date and time specified on the proposal has passed. Electronic communication should still be handled through the designated contact person (Paula Melester, paula@cspdc.org), not through the DemandStar platform. Only the required documents should be uploaded to DemandStar.

RFP documents can be found on the CSPDC website on the page designated for this solicitation and can be downloaded from the CSPDC website or through the DemandStar platform. It is not necessary to register with DemandStar to access the RFP documents, only to submit proposals. To access the RFP documents, including any Addenda, and submit a proposal, follow the steps below:

1. Navigate to the project solicitation announcement on the CSPDC website: <https://www.cspdc.org/2022/09/16/rfp-for-lewis-street-hub-project-staunton/>. Documents related to this solicitation are available to download from this page. Click on the corresponding links to open each document.
2. Offerors must register for DemandStar in order to submit a proposal (see instructions in Attachment E). It is recommended that the bidder register for DemandStar well in advance of the Proposal due date to ensure they have access. When an Offeror is ready to submit their Proposal, they must log into DemandStar and locate the RFP (see Attachment E).

It is the Offeror's responsibility to clearly identify and to describe the products and services being offered in response to the RFP. Proposals shall be signed by an authorized representative of the Offeror. Failure to submit all information requested may result in the CSPDC requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the CSPDC.

Instructions Regarding Preparation of Proposals – **Offerors shall submit Qualifications and Price Proposals in separate files identified as “Qualifications” and “Fee”.** Pricing will be negotiated on the basis of a firm fixed price. The price proposal shall include all direct costs, indirect costs, overhead and profit, and represent the total amount payable by CSPDC for these services.

3.2 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 Section 2.2-4342 of the Code of Virginia, the Offeror must (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected and (iii) state the reasons why protection is necessary. An Offeror or Contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices. Failure to abide by this procedure may result in disclosure of the Offeror's information. Offerors shall indicate on the Cover Sheet of the RFP whether proprietary information is contained within the proposal and shall clearly indicate the location of proprietary information and reasons for marking as such.

3.3 LATE PROPOSALS

LATE proposals will not be accepted.

3.4 PROPOSAL VALIDITY PERIOD

All Offerors submitting proposals agree that their proposal is valid for a minimum of 120 days after submission to CSPDC. CSPDC reserves the right to reject as unacceptable any offer that specifies less than 120 days of acceptance time.

3.5 DETERMINATION OF RESPONSIBILITY

In addition to the minimum qualifying criteria outlined in this RFP and any other criteria outlined in this RFP, the Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. CSPDC reserves the right to consider an Offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the Offeror is unable to perform the requirements of the contract.

An Offeror may be requested at any time to provide additional information, references and other documentation and information that relates to the determination of responsibility. Failure of an Offeror to furnish requested information as or when required may constitute grounds for a finding of non-responsibility of the prospective Offeror.

CSPDC may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due CSPDC.

The factors which may be considered in connection with a determination of responsibility include, but are not limited to:

The ability, capacity, organization facilities, and skill of the Offeror to perform the contract or provide the goods or services required;

The ability of the Offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;

The integrity, reputation, and experience of the Offeror, and its key personnel;

The quality of performance, of previous contracts or services for CSPDC or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility.

The previous and existing compliance by the Offeror with laws and ordinances relating to the contract or services;

The sufficiency of financial resources of the Offeror to perform the contract or provide the services;

Past debarment by CSPDC or other Entity.

3.6 INCURRED COSTS

Offerors submitting proposals do so entirely at their expense. There is no expressed or implied obligation by CSPDC to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by CSPDC or for participating in any selection interviews and contract negotiations. This RFP does not commit CSPDC to enter into a Contract, to pay any costs incurred in the preparation or presentation of a Proposal.

3.7 INTERPRETATIONS OR CHANGES

Should any offeror find discrepancies, omissions or ambiguities in this RFP, the offeror should at once request in writing an interpretation from the point of contact as identified on the Cover Sheet of the RFP. All questions will

be answered to the extent possible in the form of a solicitation Addendum; any changes to the RFP will be identified as an Amendment within the Addendum. Interpretations or changes to this RFP made in any other manner will not be binding. Addenda issued by CSPDC will be available on the [CSPDC website](#). It is the responsibility of the offeror, prior to submitting a response to the RFP, to determine whether all solicitation addenda have been received and that their requirements are satisfied in the offeror's RFP response.

3.8 SOLICITATION AMENDMENTS

Revisions and amendments shall be announced in writing by addenda to the solicitation, and shall be posted on the [CSPDC website](#). If the revisions and amendments require substantial changes to the contents of proposals, the time for receipt of proposals may be extended at the discretion of the CSPDC. Offerors are responsible for ensuring that they have received all addenda and incorporated any changes in their proposals.

Offerors are requested to acknowledge receipt of all addenda as part of the Solicitation, Offer and Award form. Failure to acknowledge an addendum will not automatically disqualify an offeror, but failure to address any changes in the proposal may lead to it receiving a lower score than would otherwise be the case.

After the date and time established for receipt of proposals by CSPDC, any contact in regard to the proposal initiated by an Offeror with any CSPDC official, other than the designated contact is explicitly prohibited. Any unauthorized contact may be deemed ground for disqualification for any Offeror from further review.

3.9 PROPOSAL FORMAT AND CONTENT

Proposals shall be prepared in 8 1/2"x 11" format simply and economically, providing concise descriptions of services to be offered, placing emphasis on completeness and clarity. Offerors are encouraged to elaborate on their qualities and performance history including staff, experience pertinent to the scope of services for this project.

Interested firms shall **submit electronically** their Proposal providing general background information on the firm and the following specific information in the order listed below.

Preferred font size is 12 or larger.

Proposals shall include a table of contents and sections clearly separated according to the categories below. Each section must begin on a new page. The proposal shall be limited to no more than fifty (50) numbered pages excluding the table of contents, index, RFP Cover Sheet and signed certification forms, including any attachments to this RFP that must be completed.

The Offeror is required to submit the following items as a complete proposal. The proposal is to be organized into the following categories and sections:

A. Capability and Experience of the Firm

Contractor/Firm shall provide a brief description of experience of the firm and the location of the office from which the work will be provided. The profile should illustrate that the firm possesses the resources and capability to successfully perform the work required for this project. This section shall also provide a brief description of current experience of the firm, with particular emphasis on completed public transit projects similar to that requested. Experience claimed shall be current and relevant. Offerors shall not include claims of firm experience accomplished by persons no longer associated with the firm. Experience claimed shall be current and relevant. The required information shall be set forth as follows:

- a. Identify the project and locality
- b. List the beginning and ending dates for design and construction.

- c. Show the budget for the project, architect/engineer's estimate, final cost, and number of change orders.
- d. List name, telephone, and email address of contact person

B. Qualifications of Personnel to be Assigned to the Project

This section shall clearly identify all disciplines (including subcontractors) and personnel to be assigned to the project. The proposal shall contain names and brief resumes outlining technical qualifications and recent completion of current relevant training, and what each person will do on the project and their specific experience for that role. Provide the name and experience for the lead designer.

Each Offeror must demonstrate that they have completed designs for a minimum of three (3) and no more than five (5) renovations of similar size and scope, preferably public transit related, or have included an expert in the development of such projects on the proposed project team who has designed at least three renovations of similar size and scope.

Subcontractors proposed as part of the project team shall be active participants in all phases of work related to their discipline from beginning to end. The principal firm shall be responsible to the Owner for the work of all associates, and subcontractors, whether or not they are employees of the Contractor/Firm. Inclusion of Disadvantaged Business Enterprise vendors should be noted.

C. Understanding of Scope of Services/Project Approach

A narrative of the firm's approach to the project shall be included. This proposed work plan shall indicate the methods to be used for exchange of information and include a tentative schedule of work with possible progress meetings. Provide an outline describing how your firm and project team will manage this project, quality control, strengths of the project team, interdisciplinary coordination, and insights based on prior experience with similar projects. Proposal shall contain statements regarding the Contractor's philosophy regarding client services and their perception of the roles and relationships between Owner, Consultant(s), construction contractor, and other stakeholders as pertinent in the construction process for a public transit agency.

D. Capability for Timely Response

This section shall contain information explaining the Offeror's current workload and ability to absorb the work of this project simultaneous with other commitments. The required information shall be set forth as follows:

- a. Proximity of engineering firm's office to CSPDC (driving time).
- b. Information on delivery of past projects on time and within budget. Provide execution time (contract/actual); construction cost (estimated/actual); and any problems encountered, and solutions devised/applied.
- c. Proposed Schedule for this project, including all the Work Phases presented in Section 2.4 of the RFP.

E. Compliance with Contractual Terms

Provide a definitive statement of intent to comply with the contract terms and conditions as delineated in this RFP. If proposed terms and conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to terms required by law or County purchasing regulations may be grounds for disqualification of the proposal.

F. Signed Forms and Certifications

Complete all forms located at the beginning of this RFP, providing original signatures where requested. Also include the GSA SF330 form in **Attachment A**. Scan all forms and include in this section of the Proposal. The Successful Offeror will be asked to mail originals upon notification of intent to award.

Note: the forms contained in this section do not count toward the 50-page limit.

3.10 EVALUATION CRITERIA (TOTAL POSSIBLE = 100 POINTS)

The following criteria will be used to evaluate proposals:

1. Understanding of the Project Scope to include overall quality and completeness of proposal. (20 points)
2. Depth and breadth of experience of the principal firm and subcontracts including technical qualifications of personnel assigned to the project and the workload of the firm and their ability to complete the project expeditiously. (20 points)
3. Demonstrated ability to provide services that are responsive to client's needs, particularly in relation to quality assurance and interdisciplinary coordination. (20 points)
4. Experience of the firm in completing similar projects on schedule and within allocated budget as well as experience in providing Construction Administration services with similar projects. (20 points)
5. Workload of the firm and their ability to complete the project expeditiously, including the proposed project schedule. (20 points)

3.11 EVALUATION PROCESS

An Evaluation Committee shall review proposals and select the successful offeror.

CSPDC will comply with the Brooks Act and select the most qualified consultant firm based upon the scope of the entire project. Evaluation of submittals will be based on a two-part process. Following evaluation of the technical proposal, the CSPDC will open the price proposal of the highest ranked proposer. During negotiations, required cost data elements will be reviewed and discussed. If such negotiations are unsuccessful, the CSPDC may terminate negotiations and open the price proposal of the second-highest ranked proposer. If negotiations are conducted with the second-highest ranked proposer and if those negotiations are unsuccessful, the CSPDC may continue down the list, or may choose to reject all proposals and start over again.

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.

The Notice of Award shall be posted on the [CSPDC website](#) for public notice.

3.12 REFERENCES

References may be contacted at the discretion of CSPDC. Typically, only references of those Offerors that receive high rankings are contacted. CSPDC reserves the right to contact entities other than those listed or in addition to those furnished in the proposal. The Contractor/Firm shall furnish CSPDC all such information and data as may be requested for this purpose.

3.13 AWARD OF CONTRACT

The Fixed Price Contract will be awarded to the responsible Offeror whose proposal, conforming to this solicitation, will be most advantageous to the CSPDC according to the criteria outlined herein.

Notification of Award will be issued in writing by CSPDC and posted on the [CSPDC website](#) in a designated post for this solicitation. Upon notification, the Successful Offeror(s) shall submit to CSPDC's procurement representative all required insurance certificates and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by CSPDC, the procurement representative will forward a contract to the Successful Offeror for execution. Work shall not be started until the Successful Offeror receives a fully executed contract, and a written Notice to Proceed is issued by the CSPDC Project Manager. Should the successful Offeror fail to execute the contract within ten (10) calendar days after receipt and submit the required Insurance Certificates, CSPDC may, at its option, determine that the Offeror has abandoned the Contract and thereupon, the Proposal and acceptance may be determined null and void. CSPDC may also seek all available remedies at law and equity.

Unilateral changes in proposal prices by the Offeror shall not be allowed. However, CSPDC, at its sole discretion, reserves the right to negotiate with Offerors.

4. SPECIAL TERMS AND CONDITIONS

4.1 ASSIGNMENT

The Contractor/Firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the CSPDC.

4.2 SIGNATURES

All documents to be delivered pursuant to this solicitation, requiring a signature, may be executed via handwritten (manual), stamped, electronic (portable document format), photocopied, digital or scanned signature. A signed copy of the documents by any of the means listed above shall be deemed to have the same legal effect as delivery of an original executed copy.

4.3 INSURANCE

The Contractor/Firm shall be responsible for its work and every part thereof, and all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor 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 to injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract.

The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

Workers Compensation and Employer's Liability to protect the Contractor 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.

Comprehensive General Liability Insurance to protect the Contractor, and the interest of CSPDC, 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.

Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automotive 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 and Employers Liability**
 - a. Coverage A – Statutory
 - b. Coverage B - \$100,000/\$100,000/\$500,00
 - c. A broad form of all states endorsement should be attached
- 2. Commercial General Liability Including Contractual and Completed Operations**
 - a. Limit of Liability - \$100,000 per occurrence
- 3. Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage**

The Contractor shall purchase and maintain during the life of this Contract such commercial automobile liability insurance including employer's non-ownership liability and hired car liability insurance to protect him and any subcontractors performing work covered by this Contract from claims for damages, whether such operations be by him or any subcontractor, or by anyone directly or indirectly employed by either of them.

- a. Limit of Liability - \$1,000,000 per occurrence
- 4. Products/Completed Operations**
 - a. Limit of Liability - \$2,000,000 AGG
- 5. Professional Liability – Liability for Error and Omissions in the Performance of the Contract**
 - a. Limit of Liability - \$2,000,000 per occurrence
- 6. Personal/Advertising Injury**
 - a. Limit of Liability - \$1,000,000 per occurrence
- 7. General Aggregate:**
 - a. Limit of Liability - \$2,000,000
- 8. Fire Damage Legal Liability**

- a. \$100,000 per occurrence

The following provisions shall be agreed to by the Contractor:

No change, cancellation, or non-renewal shall be made in any insurance coverage without forty-five (45) day written notice to the CSPDC. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

Liability Insurance "Claims Made" basis:

If the Liability Insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor 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 Contractor must:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or 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.
2. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. CSPDC reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
3. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VII. 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 Contractor'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.
4. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
5. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by CSPDC. These certified copies will be sent to CSPDC from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
6. Any certificates provided shall indicate the Contract name and number.
7. CSPDC, its officers and employees shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage CSPDC may possess." (Use "loss payee" where there is an insurable interest).
8. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
9. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
10. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
11. The Contractor agrees to waive all rights of subrogation against CSPDC, its officers, employees, and agents.

4.4 INDEMNIFICATION

The Contractor hereby binds himself and his successors to indemnify, defend and save harmless CSPDC, their subsidiaries, and their respective officers, directors, trustees, agents and employees, from all suits and actions of every name and description brought against them, and all costs or damages to which they may be put, on account of, or by reason of any injury or alleged injury to the person or property of another, resulting from or on account of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor, its employees, agents and representatives in the performance of the contract; and that the whole or so much of the moneys due to the Contractor under and by virtue of this Contract, as such or may be considered necessary by CSPDC, shall and may be retained until all such suits and claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of CSPDC. The said Contractor further agrees to indemnify and save harmless CSPDC, their subsidiaries, and their respective officers, directors, trustees, agents and employees against any and all claims, suits or demands that may accrue to, be suffered by, or adjudicated against them by reason of any injury sustained by any of the Contractor's employees in and about the said work, under and pursuant to the provisions of the Workman's Compensation Law or any amendments thereto, and the Contractor shall produce certificates or other satisfactory evidence of ample protection against such liability.

4.5 TAXES

Sales of items purchased directly by CSPDC under the Contract shall be exempt from state sales and use tax and federal excise and transportation taxes to the extent permitted by law. State sales and use tax certificates of exemption, and CSPDC federal excise tax exemption registration number will be furnished upon request. However, this exemption does not apply to the Contractor, and the Contractor 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 the Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

4.6 CONFLICT OF INTEREST

Unless specifically exempted from the conditions of this provision by the CSPDC, any entity or party which develops or drafts specifications, requirements, statements of work, solicitations, or otherwise is in a position to influence the nature, scope or conditions of a subsequent CSPDC solicitation or contract, shall be excluded from competing under such solicitation or receiving such contract. If an offeror is uncertain whether or not a conflict exists, it should promptly contact the CSPDC for a determination.

Such inquiries and responses will not be published to other potential bidders. FTA Circular 4220.1F VI, 2, a. (4) (h) and §2.2-4300 et. seq and §2.2-3100 et. Seq of the Code of Virginia define prohibitions on personal and organizational conflicts of interest, which are further discussed in §2.4.2.2.2 and Appendix B.10 of FTA's Best Practices Procurement Manual. In general, a personal conflict of interest reflects an individual's ability to influence the award of a contract and to profit from the result of that award. An organizational conflict exists when any of the following exist: (1) a firm has access to non-public information as the result of performing a government contract and can use that information to advantage in competing for another government contract; (2) a firm influences the ground rules (specification or contractual terms) for a government solicitation, potentially biasing those ground rules in its own favor; or (3) a firm's work under one government contract requires it to evaluate itself or its work product under another contract, impairing its objectivity.

Should an offeror be aware of a potential conflict of interest, it shall identify the potential conflict in its proposal, together with measures it proposes to remove or mitigate the conflict. Should any person or entity planning to submit an offer hereunder be aware of any situation which may fall under the above prohibitions, it shall, no later than the

time of submittal of its offer, identify in writing to the CSPDC (1) the nature of the potential conflict; (2) steps it may take to mitigate the conflict; and (3) request a waiver of the conflict. The decision of the CSPDC regarding such potential conflicts and possible mitigation measures shall be final. Failure to submit such a statement before or with an offer shall be deemed a certification by the offeror that, to the best of its knowledge and belief, no such conflict exists. In the event that an offeror fails to disclose such conflict as required herein, its offer may be rejected. Should an offeror become aware of a potential conflict after the submittal of an offer, it shall promptly notify the CSPDC in writing, providing the information required above together with a statement of why the conflict should not have been identified prior to submittal of the offer.

4.7 CONSTRUCTION CONTRACTS WITH ARCHITECTURAL AND ENGINEERING FIRMS

No contract for construction of any project or item for which architectural and engineering services are provided under this Contract shall be awarded to the Contractor, any of its Subcontractors, or any of its subsidiaries or affiliates.

4.8 COVENANT AGAINST CONTINGENT FEES

The consultant warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, CSPDC shall have the right to annul this contract without liability or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

4.9 GRATUITIES

In connection with performance of work required under this contract, or any changes or modifications relative thereto, the giving of or offering to give gratuities (in the form of entertainment, gifts or otherwise) by the Consultant, or any agent, representative or other person deemed to be acting on behalf of the Consultant, or any supplier or subcontractor furnishing material to or performing work under this Consultant, or any agent representative or other person deemed to be acting on behalf of such supplier or subcontractor, to CSPDC, officer, or employee of CSPDC; or to any director, officer, employee or agent of CSPDC's agents, consultants, representatives or other persons deemed to be acting for or on behalf of CSPDC with a view toward securing favorable treatment with respect to the awarding or amending, managing, or the making of any determinations with respect to the performing of such contract is expressly prohibited. Violation of this provision shall be deemed an instance of default hereunder.

4.10 INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION

Reasonable grounds for believing that an Offeror is interested in more than one Proposal for a solicitation, including both as an Offeror and as a Subcontractor for another Offeror, or that collusion exists between two or more Offerors, will result in rejection of all affected Proposals. However, an individual or entity acting only as a Subcontractor may be included as a Subcontractor on two or more different Offerors' Proposals. Offerors rejected under this provision will also be disqualified if they respond to a re-solicitation for the same work.

4.11 FINANCIAL STATEMENT

A. CSPDC will conduct a pre-award evaluation of the selected Offeror's "professional services" cost proposal having a value greater than \$100,000 prior to award of a Contract. The Offeror is required to submit a Federal Acquisition Regulation (FAR) audit meeting the requirements of Part 31 of Title 48 of the Code of Federal Regulations when a prime or combined prime and subconsultant cost proposal has a value of \$100,000 or more.

- B. Failure to submit a financial statement upon request will be grounds for immediate disqualification. If the financial statement is not for the identical organization submitting the Proposal, the Offeror must submit a written explanation of the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).
- C. CSPDC will return the financial statement at the conclusion of the award process only upon receipt of a written request signed by an officer of the organization or the same person who signed the original Proposal. CSPDC considers a non-public financial statement submitted pursuant to this Section to be proprietary information that is not subject to disclosure under the Virginia Freedom of Information Act.

4.12 LABOR RATES

The Successful Offeror will be required to submit a copy of their certified/audited labor rates. The Contract shall contain labor rates on a manhour basis for various disciplines. The number and type of disciplines are subject to final determination during negotiations with the selected Contractor. Each rate shall include direct costs, overhead including general and administrative expenses (G&A), and profit. Direct costs and profit will remain fixed for the term of the contract. Overhead rates may be subject to an adjustment based on an audit performed by a cognizant Federal or State governmental agency of actual costs incurred for a given period.

4.13 REIMBURSABLE EXPENSES

Contract fees shall include all expenses for performing the necessary work, including professional charges and reimbursable expenses. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the work performed for: transportation and subsistence incidental thereto; toll telephone calls; reproduction of reports, drawings, and specifications; computer time, including an appropriate charge for previously established programs. All reimbursable expenses must be approved in advance by CSPDC and in accordance with the Contract.

4.14 WORKMANSHIP AND INSPECTION

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. CSPDC may, in writing, require the Contractor to remove any employee from work for reasonable cause as determined by the CSPDC. Further, CSPDC may, from time to time, make inspections of the work performed under the Contract. Any inspection by CSPDC does not relieve the Contractor from any responsibility in meeting the Contract requirements.

4.15 SUBSTITUTIONS

The Contract is based on the materials, equipment and methods described in the Contract documents that will allow for compliance to all Federal, State, and Local rules and regulations. No substitutions or cancellations shall be permitted after award without the written approval of CSPDC. CSPDC will consider requests for substitutions of materials, equipment and methods only when such requests are accompanied by full and complete technical data and all other information required to evaluate the proposed substitution.

The Contractor shall not substitute materials, equipment or methods unless CSPDC has specifically approved such substitutions in writing. Substitutions, if approved, shall be without any additional compensation from CSPDC, unless approved otherwise.

4.16 SUBCONTRACTING

- A. In the event the Contractor desires to subcontract part of the work specified herein, the Contractor shall submit with the Proposal, a list of the Subcontractors anticipated to be utilized during the course of the Contract and their required certifications, qualifications, experience, project assignment and contact information.

- B. During the period of performance, the Contractor shall not substitute Subcontractors and/or the Subcontractors' key personnel without the prior written approval of CSPDC. Any new Subcontractors must be identified as per Paragraph A above. The Contractor shall provide CSPDC with information as to the circumstances necessitating the proposed change and other information as requested.
- C. Proposed substitutions must have comparable qualifications and experience to those being replaced. CSPDC will notify in writing the Contractor within ten (10) calendar days after the receipt of all required information if this change is approved. CSPDC and the Contractor shall subsequently amend the required Contract documents.
- D. CSPDC reserves the right to request from the Contractor during the solicitation process and any time during Contract performance, additional information about a Subcontractor proposed by the Contractor, that CSPDC deems necessary to evaluate the qualifications of the Subcontractor.
- E. The Contractor shall, however, remain fully liable and responsible for the work to be done by its Subcontractor(s) and shall assure compliance with all requirements of the Contract.
- F. The volume of work performed by the Subcontractor(s) shall not exceed forty-nine percent (49%) of the total Contract value.

4.18 LITIGATION AND NOTIFICATION

The Contractor shall notify CSPDC if any of the following occur:

- A. The Contractor is served with a notice of violation of any law, regulation permit or license that relates to this Contract;
- B. Proceedings are commenced which could lead to revocation of permits and licenses related to the work of this Contract;
- C. Permits, licenses or other Government authorizations relating to this Contract are revoked;
- D. Litigation is commenced in which the Contractor is a named party who is otherwise a provider of indirect services or products under this Contract; or
- E. The Contractor becomes aware their equipment or facilities or actions relating to this Contract are not in compliance with laws or regulations

4.19 INSPECTION OF SERVICES

Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of this Contract.

The Contractor shall provide and maintain an inspection system acceptable to CSPDC covering the Services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to CSPDC during Contract performance and for as long afterwards as the Contract requires.

CSPDC has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. CSPDC shall perform inspections and tests in a manner that will not unduly delay the work.

If any of the services do not conform to Contract requirements, CSPDC may require the Contractor to perform the services again in conformity with Contract requirements at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, CSPDC may require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and reduce the Contract price to reflect the reduced value of the services performed.

If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, CSPDC may (a) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by CSPDC that is directly related to the performance of such service or (b) terminate the Contract for default.

4.20 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.

4.21 WORK UNDER THE CONTRACT

Work may not commence under this Contract until all conditions for commencement are met, including execution of the Contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed. The Contractor's work shall be continuous and uninterrupted throughout the Contract and the Contractor shall take all reasonable measures necessary to ensure timely delivery of work.

4.22 LICENSURE

To the extent required by the Commonwealth of Virginia (see e.g., 54.1-1100 et seq. of the Code of Virginia) or CSPDC, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

4.23 REGISTRATION OF PROFESSIONAL SERVICE PROVIDERS

A. A person, corporation, partnership or other entity engaging in the practice of architecture, professional engineering, land surveying, certified landscape architecture or any combination thereof shall not offer to provide or provide such services to CSPDC unless:

1. It is registered with the Commonwealth of Virginia State Board for Architects, Professional Engineers, Land Surveyors and Landscape Artists ("Board") in accordance with the Code of Virginia, Sections 54.1-411 (business entities) or 13.1-549 (professional corporations); or
2. Is exempted from registration because of its status as a sole proprietorship, as defined in the statute.

B. By submitting a signed Proposal, an Offeror certifies that it has the required registration or is exempt from the requirement. CSPDC may also require an Offeror to provide proof of registration or exemption. For further information on the registration requirement, contact the Board at the Virginia Department of Commerce, 3600 West Broad Street, Richmond, Virginia 23230, telephone number (804) 367-8500.

4.24 GSA SF330

The Contractor/Firm shall complete the GSA SF330. A copy is contained in **Attachment A**.

4.25 SEVERABILITY

In the event that any provision shall be adjudged or decreed to be invalid, 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.

4.26 CSPDC NOT LIABLE FOR DELAYS

It is agreed that CSPDC shall not be liable to the Contractor or its agents or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of CSPDC or any other party hereunder.

4.27 USE OF CSPDC'S NAME

No advertising, sales promotion or other materials of the Contractor or its agents or representatives may identify or reference this Contract or CSPDC in any manner absent CSPDC's prior written consent. As a condition of entering into this Contract, the Contractor further agrees to refrain from the following, absent CSPDC's prior written approval:

(a) Making any statement to the media regarding the subject matter of this Contract; or (b) making any statement to the media on any issue which is in CSPDC's judgement likely to cause CSPDC or CSPDC staff to be viewed as anything other than neutral with respect to the subject matter of this Contract, or cast doubt on the competence or integrity of CSPDC or the Contractor. Failure to comply with this requirement by the Contractor shall constitute a material breach and shall entitle CSPDC to terminate this Contract for default.

4.28 DURATION OF OBLIGATION

The Contractor agrees that all of Contractor's obligations and warranties which directly or indirectly are intended by their nature or by implication to survive Contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the Contract.

4.29 NO TERMINATION OR SUSPENSION OF SERVICES

Notwithstanding anything to the contrary contained herein, and even if any claim or other dispute arises between the parties and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall the Contractor interrupt or suspend or terminate the provision of services to CSPDC or perform any action that prevents, impedes, or reduces in any way the provision of Services or CSPDC's ability to conduct its activities, unless: (i) authority to do so is granted by CSPDC or conferred by a court of competence jurisdiction; or (ii) the Term of this Agreement has been terminated and the Contractor has performed all obligations under the Contract.

4.30 TERMINATION

Terms and conditions relating to Termination shall be as stated in Section 11 of **Attachment C**.

4.31 SAFETY

Safety and Health Regulations – The Contractor/Firm shall be responsible for initiating, maintaining, and supervising all applicable Federal, State, and Local safety precautions and programs in connection with the work. It is a condition of this RFP and the resultant contract that any contractor or subcontractor shall not require any employee hired in the performance of this contract to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by Federal Occupational Safety and Health Administration (OSHA) work and health standards.

4.32 KEY PERSONNEL

- A. Certain skilled, experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under the Contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted for approval as part of the proposal for evaluations. No substitutions may be made except in accordance with this clause.
- B. The Contractor must submit to the CSPDC Project manager all proposed substitutions, in writing, at least fifteen (15) days in advance and provide the information required by paragraph C below.
- C. Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the CSPDC Project Manager. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. CSPDC will evaluate such requests and promptly notify the Contractor in writing of its approval or disapproval. If disapproved, CSPDC may, at its sole discretion, permit the

Contractor to promptly submit an alternate substitution.

- D. The provisions of this Section shall be applicable to any subcontract which may be entered into.
- E. In the event that any of the identified Key Personnel cease to perform under the Contract and the substitute is disapproved, the Contract may be immediately terminated in accordance with the Termination for Default provision of the Contract.

4.33 DESIGN WITH FUNDING LIMITATIONS

- A. The Contractor shall accomplish the design services required under this contract to permit the award of a contract, using standard CSPDC procedures, for the construction of the project designed, at a price that does not exceed the estimated construction contract price. When bids for the construction are received that exceed the estimated price, the Contractor shall perform such redesign and other services as necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of the Contract. However, the Contractor shall not be required to provide such additional services at no cost to CSPDC if the unfavorable bids are the result of conditions beyond the Contractor's reasonable control.
- B. The Contractor shall promptly advise CSPDC if it finds that the project being delivered will exceed or is likely to exceed the funding limitations and it is unable to design a usable transit hub within these limitations. Upon receipt of such information, CSPDC will review the Contractor's revised estimate of construction cost. CSPDC may, if it determines that the estimated construction contract price is so low that award of a construction contract not in excess of such estimates is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction budget. When bids are not solicited or are unreasonably delayed, CSPDC may prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids to determine compliance with the funding limitation.

4.34 PREPARATION OF SPECIFICATIONS AND COORDINATION WITH CONTRACT DOCUMENTS

- A. The Contractor's documents shall be coordinated with CSPDC's procurement requirements, including change orders (modifications). The Contractor's documents shall not contain statements or requirements which conflict with, or unnecessarily duplicate the provisions of CSPDC's procurement documents.
- B. The Contractor shall make reference to applicable Federal specifications, if available, for items and materials used. If Federal specifications are not available, the Contractor shall reference specifications prepared by recognized professional manufacturers or construction societies or furnish descriptions of the items or materials containing all the salient characteristics of function, performance, design requirements and quality of the item described. When an item or material cannot be described because of its technical construction or composition or because it is a proprietary item, the manufacturer and model number of one, and if available, several suitable commercial products shall be included as part of the required description, followed by the words "or approved equal".
- C. If it is determined that one and only one brand of item or material will meet the requirement, the Contractor shall so state and shall give full justification for that determination. Specifications shall not duplicate, contradict or cover the same subject matter contained in the general and special provisions to be used with the contract. A complete set of contract general and special provisions will be furnished to the Contractor by CSPDC.

4.35 INELIGIBLE PROPOSERS

No excluded proposer listed on the U.S. Government's System for Award Management (SAM) or otherwise barred from public contracting by the U.S. government or the Commonwealth of Virginia shall be awarded a

contract hereunder. SAM may be found at <https://www.sam.gov/SAM>; The Virginia Department of General Services Debarred List and Suspended List may be found at <https://eva.virginia.gov/index.html>.

4.36 OWNERSHIP OF WORKS AND INVENTIONS

All documents, reports, recommendations, supporting documentation, works of authorship, inventions, improvements, data, processes, computer software programs and discoveries (hereafter called intellectual property or IP) conceived, created or furnished under this Agreement and paid for by CSPDC shall be the sole property of CSPDC, with no rights of ownership in Contractor or any sub-consultants/sub-contractors. This Agreement shall operate as an irrevocable assignment by Contractor and sub-consultants/sub-contractors to CSPDC of the copyright in any IP created, published or furnished to CSPDC under this Agreement including all rights thereunder in perpetuity. Consultant and sub-consultants/sub-contractors shall not patent any IP conceived, created or furnished under this Agreement. Consultant and sub-consultants/sub-contractors agree to execute and deliver all necessary documents requested by CSPDC to affect the assignment of the IP to CSPDC or registration or confirmation of CSPDC's rights in or to IP under the terms of this Agreement. Consultant agrees to include the provision in all its sub-contracts under this agreement.

4.37 CONFIDENTIAL INFORMATION

- A. The Contractor and its employees, agents and Subcontractors shall hold as confidential all CSPDC information obtained under this Contract. Confidential information includes, but is not limited to, non-public personal information; social security numbers; addresses, dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise.
- B. The Contractor must take reasonable measures to ensure that all of its employees, agents and Subcontractors are informed of and abide by this request.

4.38 NOTIFICATION OF OWNERSHIP CHANGES

The Contractor shall notify CSPDC in writing when the Contractor becomes aware that a change in its ownership is certain to occur. The Contractor shall also include this provision in all subcontracts under this Contract, requiring each Subcontractor to notify CSPDC in writing when the Subcontractor becomes aware that a change in its ownership is certain to occur.

ATTACHMENTS:

- Attachment A: GSA SF330 Form
- Attachment B: Project Preliminary Concept Documents
- Attachment C: Federal Provisions and Required Clauses (FTA)
- Attachment D: Virginia Contract Clauses
- Attachment E: DemandStar Electronic Bid Instructions

