

REQUEST FOR PROPOSALS

On-Call Consulting Services for the Central Virginia Planning District Commission and the Central Virginia Transportation Planning Organization

Issue Date: October 24, 2023

1. Purpose

The purpose of this Request for Proposal (RFP) is to establish a contract for on-call professional consulting services for the Central Virginia Planning District Commission and the Central Virginia Transportation Planning Organization. The two bodies seek proposals from planning and engineering consulting firms to supplement in-house planning staff on a limited basis.

2. Background

The CVPDC is a political subdivision of the Commonwealth of Virginia and is designated as Planning District Commission 11. The CVPDC serves the counties of Amherst, Appomattox, Bedford, and Campbell, the towns of Altavista, Amherst, Appomattox, Bedford, and Brookneal, and the city of Lynchburg.

As enabled by the Virginia Regional Cooperation Act of 1968, as amended, the CVPDC facilitates regional and sub-regional database development, planning, and implementation in the functional service areas of economic and physical infrastructure development; solid waste, water supply, and other environmental management; transportation; criminal justice; emergency management; human services; and recreation. The CVPDC further provides support to member local governments in these service areas. The CVPDC also provides staff support to the Central Virginia Transportation Planning Organization in addition to rural transportation planning activities.

In anticipation of CVPDC's needs for assistance and support, this RFP is issued for providing on-call professional comprehensive planning and engineering services and other assisting services as may be identified.

3. Scope of Services

The following generally highlights the services the consulting firm(s) may be requested to perform:

- 3.1. Transportation planning support as it relates to the metropolitan planning process and the rural transportation planning assistance program;
- 3.2. Regional and sub-regional transportation plans for all modes including but not limited to long-range transportation plans;
- 3.3. Transportation studies, such as corridor and sub-area studies, traffic-signal timing, access management, traffic control plans, traffic counts, traffic impact studies, bicycle and pedestrian studies, project management, project planning, and environmental analysis and design, including streetscape design;
- 3.4. Traffic engineering analysis and studies;

- 3.5. Right-of-way services, surveying, and underground utility locating & designation;
- 3.6. Bus transit and transportation demand management (TDM);
- 3.7. Travel demand modeling and traffic simulation;
- 3.8. Public transit & mobility corridor and planning studies;
- 3.9. Bicycle and pedestrian planning and engineering;
- 3.10. Park, outdoor recreation, and trail planning;
- 3.11. Stormwater management, including MS₄ permitting, inspections of SWM basins, development of BMPs, assistance with TMDL evaluation; and stormwater plan review;
- 3.12. Watershed/Water Supply/Flood Mitigation studies/planning;
- 3.13. Development or update of comprehensive plans, master plans, neighborhood plans, downtown and commercial district plans, park and open space plans, and other related plans.
- 3.14. Preparation of zoning ordinances, overlay districts, and sign ordinances;
- 3.15. Historic preservation planning, design guidelines, and façade improvement plans;
- 3.16. Construction and contract management;
- 3.17. Architecture and architectural design;
- 3.18. Landscape architecture, landscape design, site planning, and master planning;
- 3.19. Civil engineering and site design;
- 3.20. Construction engineering & inspections;
- 3.21. GIS mapping, development, and application services;
- 3.22. Grant applications, grants management, facilitation and visioning, public involvement, and project management;
- 3.23. Staff training on any of the above or related topics; and
- 3.24. Other related services.

4. Proposal Requirements and Instructions

- 4.1. Questions concerning this RFP shall be directed in writing to Alec Brebner – Executive Director, Central Virginia Planning District Commission, 828 Main Street, 12th Floor, Lynchburg, VA 24504, or by email alec.brebner@cvpdc.org no later than 12:00 p.m. (Eastern time) on November 3, 2023. Any addenda to the RFP will be posted to the CVPDC’s website, <http://www.cvpdc.org>, by November 6, 2023.
- 4.2. One manually signed original and one electronic copy (PDF) of the proposal shall be submitted. **Proposals are due at 12:00 p.m., November 16, 2023.** Proposals received after this date and time will not be considered.
- 4.3. Proposals shall be prepared clearly, simply, and economically, providing a straightforward, concise description of the firm’s capabilities for satisfying the RFP requirements.
- 4.4. Proposals shall consist of the following information in the stated order and format:
 - 4.4.1. Title Page
 - 4.4.2. Table of Contents
 - 4.4.3. Letter of Transmittal, including authorizing representative’s signature and contact information.
 - 4.4.4. Offeror’s response to each evaluation criteria as organized in the evaluation section of this RFP. Each evaluation criteria response should start on a new page
 - 4.4.5. Identify specifically any proprietary information contained in the proposal. Firms may not claim their entire proposal, and judgement in regard to such claim shall be made in accordance with the provision of the Virginia Public Procurement Act.
- 4.5. All offerors shall abide by all applicable state and federal laws.

- 4.6. The CVPDC, the CVTPO, and its member jurisdictions do not discriminate against small, minority- or women- owned businesses.
- 4.7. Successful offerors and all associated sub-consultants providing transportation-related services will be required to undergo review and approval through VDOT's pre-award evaluation process.
- 4.8. The CVPDC, CVTPO and contracted consultants are subject to compliance with the following Commonwealth of Virginia / VDOT compliance requirements: The Commonwealth of Virginia and Department of Transportation (VDOT) as recipients of Federal financial assistance are required to comply with Title VI of the Civil Rights Act of 1964 (Title VI), as amended, and related nondiscrimination authorities. Title VI prohibits agencies receiving federal funds from discrimination against anyone or any group in the United States on the grounds of race, color, national origin, sex, age, religion or disability. The Civil Rights Restoration Act of 1987 defined the word "program" to make clear that discrimination is prohibited throughout an entire agency if any part of the agency receives federal financial assistance, rather than just the particular programs or activities that receive the funds. Consulting firms selected to contract and/or subcontract with VDOT are required to comply with Title VI in order for the Department to meet Title VI obligations. The Department evaluates a firm's compliance by having the firm submit a completed VDOT Title VI Evaluation Report form (EEO-D2) for review. Firms are required to complete and submit an EEO-D2 within 10 workdays of notification of selection if they do not have a current Title VI Evaluation Report on file with the Department. For more information on Title VI compliance visit this link:
http://www.virginiadot.org/business/resources/SB_Title_VI_webpage_061115.pdf.
- 4.9. It is the policy of the Virginia Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms are maintained on their website (<http://www.dmb.e.state.va.us/>) under the DBE Directory of Certified Vendors. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential sub-consultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited. The Department believes that these services support 10% DBE participation. The Department does not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

5. Evaluation Criteria

Proposals will be evaluated using the following criteria:

- 5.1. Proposals will be evaluated using the following criteria:
 - 5.1.1. Understanding of the scope of work including a detailed description of the specific services that the firm is able to provide which are responsive to this RFP with descriptions of the approach and procedures employed in providing similar services elsewhere;
 - 5.1.1.1. Capability of the firm to perform the work, including:
 - 5.1.1.2. Firm's most recent five years' experience/history in providing the requested

- services, including on-call services.
- 5.1.1.3. Key personnel who will perform the work, their qualifications, and relevant experience.
 - 5.1.1.4. Description of what, if any, sub-consultant and outside services are proposed to be used.
 - 5.1.1.5. Evidence of delivering projects within the stated time and budget.
- 5.1.2. Evidence of past successful performance relative to completion of projects on schedule and within the estimated budget;
 - 5.1.3. A description of the process that the firm will follow to respond to a request to provide on-call services for a particular project;
 - 5.1.4. Demonstrated ability to undergo review and approval through VDOT's pre-award compliance requirements, as applicable;
 - 5.1.5. Notation of any experience working with Virginia stormwater or TMDL regulations/requirements;
 - 5.1.6. Participation of DBE and SWaM-certified businesses, wherein the business is certified with the Commonwealth of Virginia as a small, woman-owned, and/or minority-owned business;
 - 5.1.7. Geographic location within the Central Virginia Planning District of businesses' offices and personnel assigned; and
 - 5.1.8. References for similar type activities, including on-call services.
- 5.2. Generally, the Selection Committee will consider the firm's overall suitability to provide the services outlined in this request within the time, budget, and operational constraints that may be present, and the comments and/or recommendations of the firm's previous clients, references, and others.
 - 5.3. The Selection Committee shall have the right, before awarding any contract, to require a proposer to submit such evidence of his qualifications as it may deem necessary and may consider any evidence available to it concerning the financial, technical, and other qualifications and abilities of a proposer.

6. Evaluation and Award of Contract

- 6.1. A selection committee comprised of CVPDC staff will consider the responding firms' suitability to provide the required services.
- 6.2. After evaluation of the Proposals received, the CVPDC shall engage in individual discussions or informal interviews with two or more proposers deemed fully qualified, responsible, and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Proposers shall be encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed contract. Proposers may also alternate concepts or methodologies. Proprietary information from competing proposers (including any data on estimated man-hours or rates and the plan for accomplishing the scope of work) will not be disclosed to the public or to competitors, provided such information is duly marked as "Proprietary Information" by the Proposer and the designation is justified as required by Section 2.2-4342, Code of Virginia, as revised.
- 6.3. At the interview stage the firm will be asked to provide contracted rates for staff.
- 6.4. At the conclusion of the informal interviews and on the basis of evaluation factors set forth in this RFP and the information provided and developed in the selection process to this point, the selection committee shall rank, in the order of preference, the interviewed proposers whose

professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted with the Proposer ranked first. If a contract satisfactory and advantageous to the CVPDC can be negotiated, the award shall be made to that Proposer. Otherwise, negotiations with the Proposer ranked first shall be formally terminated and negotiations conducted with the Proposer ranked second and so on until such a contract can be negotiated at a fair and reasonable fee. Price shall be considered but need not be the sole or primary determining factor. The CVPDC intends to award contracts to more than one proposer. Should the CVPDC determine in writing and in its sole discretion that only one Proposer is fully qualified in a category under the Scope of Services, or that one offer is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded only to that Proposer.

- 6.5. The Proposer(s) to whom the contract is awarded shall, within twenty days after prescribed documents are presented for signature, execute and deliver to the CVPDC the contract forms and any other required forms or certifications.
- 6.6. Due to the nature of the On-Call Consultant Program, the CVPDC does not guarantee that any minimum quantity of services will be purchased during the term of a contract. Selected firms will be "on call" to provide services to the purchasers. Any contract awarded as a result of this RFP will be subject to the purchasing limits found in Virginia Code §2.2 4303.1, as such limits may be amended from time to time.

7. Fees

The fee for services shall be negotiated on a lump sum basis considering the Scope of Services required for any particular project identified for this on-call contract, the estimated man-hours required for each level/discipline, and the typical labor rates for the various skill levels required for the work. The Memorandum of Understanding (task order) for a particular project, prepared by the CVPDC, will document the scope of work, the lump sum fee, and the negotiated acceptable labor rates for the various levels/disciplines. These rates will be used for any hourly rate work of the firm that is authorized by the CVPDC.

8. Reservation of Rights

The CVPDC reserves the right to award in part or whole, to one or more vendors, or to reject any or all proposals, whichever is deemed to be in its best interest, and to waive formalities. Contracts are not expected to be awarded until December 2023. Firms will not be compensated for time spent preparing responses to this RFP.

9. Contract Period

Pursuant to Virginia Code §2.2-4303.1(A), contract terms for selected firms will be for one year and may be renewed annually up to four times at the discretion of the CVPDC. It is likely that the renewal terms will be exercised, although the CSPDC reserves the right not to do so.

10. Cooperative Procurement

This solicitation is being conducted on behalf of other public bodies under the provisions of §2.2-4304 of the Virginia Public Procurement Act as a "Cooperative Procurement," which provides that a public body may purchase from another public body's contract even if it did not participate in the

request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement is being conducted on behalf of other public bodies. If authorized by the Consultant, the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with the terms of the contract.

General RFQ/P Terms and Conditions for the Central Virginia Planning District Commission (CVPDC):

The Offeror in this section refers to the firm, entity, or individual submitting a proposal to the CVPDC.

Payment will be made to the offeror once each month based upon CVPDC-approved satisfactory and actual services rendered and/or goods received and invoices submitted by offeror.

In the case of default by the successful Offeror or failure to deliver goods/services ordered by the time specified, the CVPDC, after due written notice, may procure them from other sources and hold the Offeror responsible for any resulting additional purchase and administrative costs.

Federal Funds – Apply to Only Federal Funded Projects: During the course of its normal operation, the CVPDC may become responsible for the advertisement and administration of roadway construction projects that are federally funded. For these projects, the federal guidelines and requirements identified in Executive Order 11246, U.S. DOT 1050.2, and the DBE Policy Statement shall be required.

By submitting their proposals, the Offerors certify that their proposals are made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

By submitting their proposals, Offerors certify to the CVPDC that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, The Americans With Disabilities Act, and §11-51 of the Virginia Public Procurement Act.

During the performance of any contract resulting from this RFQ/P, the contractor agrees as follows:

- a) The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, or disabilities, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b) The Offeror, 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, shall be deemed sufficient for the purpose of these requirements.
- d) The Offeror shall include the above provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

By submitting their proposals, the Offerors certify that they do not and will not during the performance of any contract resulting from this RFQ/P employ illegal alien workers, or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods covered by the solicitation, nor are they an agent of any person or entity that is currently debarred.

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the CVPDC all rights, title and interest in and to call causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the CVPDC under said contract.

The CVPDC may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services proposed, and the Offeror shall furnish to the Town all such information and data for this purpose as may be requested. The CVPDC reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The CVPDC further reserves the right to reject any proposal if the evidence submitted by, or investigations of, the Offeror fails to satisfy the CVPDC that such bidder is properly qualified to carry out the obligations of the contract.

Upon award of a contract, it shall not be assignable by the Offeror, in whole or in part, without the written consent of the CVPDC.

Changes to any contract resulting from this RFQ/P can be made in any of the following ways:

- a) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- b) The CVPDC may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing of shipment, and the place of delivery or installation. The contractor shall comply with the

notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the CVPDC a credit for any savings. Compensation shall be determined by one of the following methods:

- 1) By mutual agreement between the parties in writing; or
- 2) By agreeing upon a unit price or using a unit price set forth in the contract; or
- 3) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the CVPDC with all vouchers and records of expenses incurred and savings realized.

The CVPDC reserves the right to reject any or all bids or proposals, in whole or in part, to make separate awards, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the CVPDC to be in its best interest. Due consideration will be given to price, previous experience, and the ability of the Offeror to render required services. The CVPDC also reserves the right to conduct any tests it may deem advisable and to make all evaluations.

Insurance Requirements:

- a) Indemnification - The Offeror agrees, to the fullest extent of the law, to indemnify and hold the CVPDC harmless from and against all losses, damages, injuries, claims and demands whatsoever, regardless of the case thereof, and expenses in connection therewith, including reasonable counsel fees arising out of or incidental to the performance of the Offeror's duties and responsibilities under any agreement that results from this request for proposals. This covenant of indemnity shall continue notwithstanding any revocation or termination of any agreement that results from this request for proposals. The Offeror shall be given prompt notice of any claims, demands or causes of action, and reasonable opportunity to defend the same.
- b) Insurance - The Offeror shall secure and keep in force, at its sole cost and expense, the following insurance policies which shall be in form and content satisfactory to the CVPDC and shall be issued by insurance companies qualified to do business in the Commonwealth of Virginia.

Property Damage and Liability Insurance - Policy of property damage and public liability insurance which shall protect the CVPDC, participating coalition jurisdictions, and such other persons as the CVPDC shall designate against any liability imposed by law upon

the CVPDC, the Offeror, or both. Coverage shall include damages for loss of or damages to property, or for bodily injuries, including death suffered or claimed by reason or in consequence of any act or omission of any act by an employee or agent of the Offeror. Such insurance shall be on a comprehensive General Liability form with limits of \$1,000,000 each occurrence, \$1,000,000 aggregate and bodily injury liability to include: premises operations products, complete operations, contractual and broad form property damage.

Worker's Compensation and Other Insurance - The Offeror shall carry such Worker's Compensation Insurance and other insurance on its employees and agent performing services under this contract, as is required by the Code of Virginia.

- c) Upon award, the Offeror shall provide the CVPDC with a certificate of insurance. Policy coverage shall be maintained during the entire term of the contract.

Cancellation of Contract:

The CVPDC reserves the right to cancel any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Offeror. Any contract cancellation notice shall not relieve the Offeror of the obligation to deliver and/or perform on all outstanding orders prior to the date of cancellation.

Applicable Law and Venue:

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia. Any action brought relating to the interpretation or enforcement of this Agreement shall be brought in the courts of the City of Lynchburg, Virginia, unless otherwise required by law.

Availability of Funds:

Agreements are made subject to the appropriation of funds by the CVPDC and are null and void in the event of non-appropriation by the CVPDC. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the CVPDC.

Drug-Free Workplace:

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 the 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.

Safety and OSHA Standards:

All parties performing services for the CVPDC shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency guidelines.

Cooperative Procurement:

This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except, architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. 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. Failure to extend a contract to a public body will have no effect on consideration of your bid.

END OF RFQ