

REQUEST FOR PROPOSAL

RFP NUMBER: 17-03

RFP SUBJECT: DESIGN SERVICES – MAPLE AVENUE DESIGN GUIDELINES

PROPOSALS SHOULD BE SUBMITTED TO:

Purchasing Agent
Vienna Town Hall
127 Center Street S
Vienna, Virginia 22180

MANDATORY PRE-PROPOSAL MEETING

MARCH 28, 2017 AT 11:00 AM AT VIENNA TOWN HALL

SEALED PROPOSALS

DUE DATE AND TIME: APRIL 6, 2017 AT 11:00 AM

All inquiries should be made, in writing, to Gina Gilpin, Purchasing Agent, at ggilpin@viennava.gov by **March 31, 2017 at 2:00 PM.**

In compliance with this Request For Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

NAME & ADDRESS OF FIRM:

EEI/FIN NO: _____

SIGNATURE: _____ TITLE: _____
(Date)

PRINTED NAME: _____

TELEPHONE NO: _____ EMAIL: _____

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*RETURN THESE PAGES WITH YOUR PROPOSAL RESPONSE

SECTION 1. PURPOSE

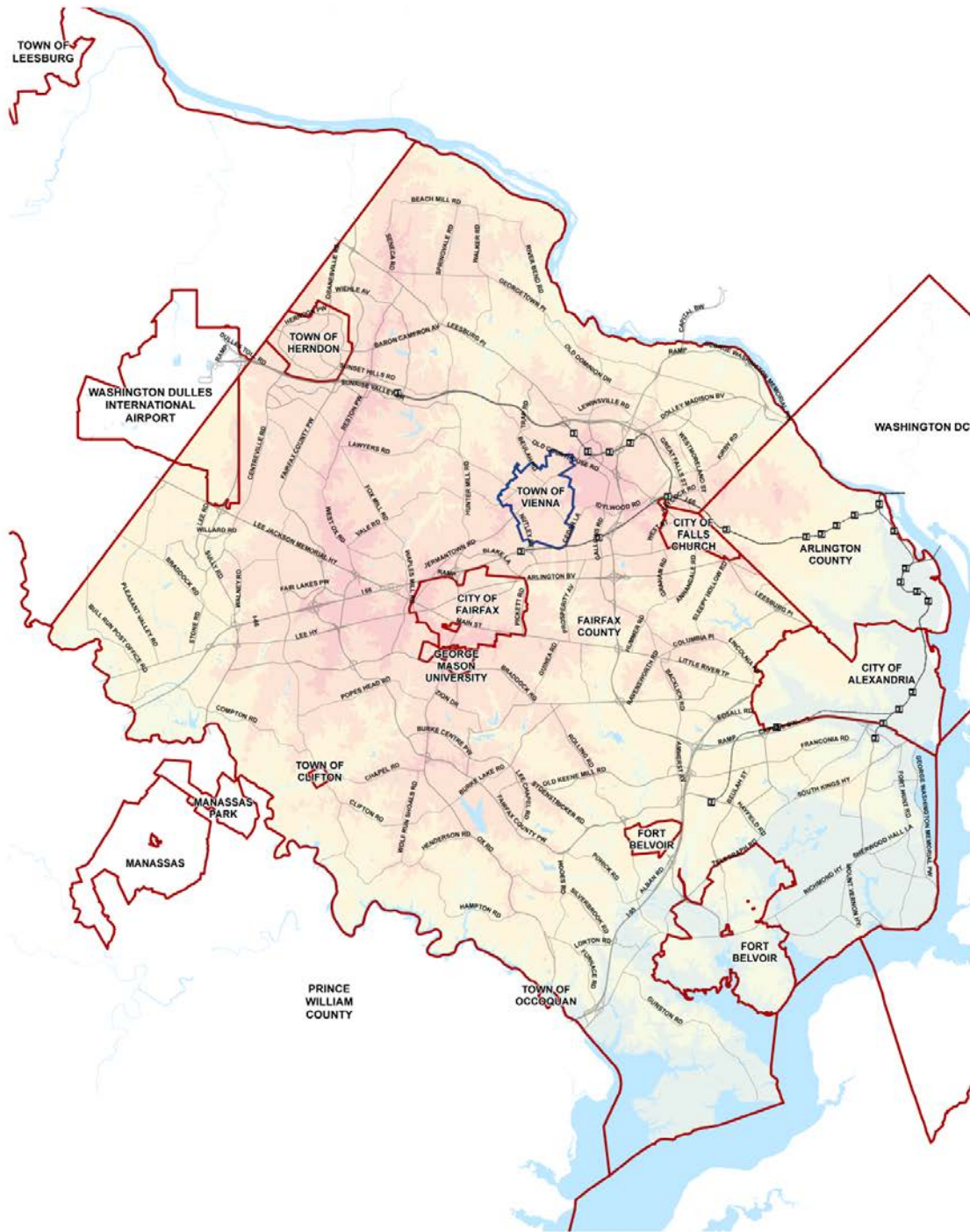
The Town of Vienna, Virginia, is soliciting proposals from qualified consultants to provide professional services to prepare Design Guidelines for the Town's downtown Central Business Corridor. The Town has created the Maple Avenue Commercial Overlay District (MAC) overlay zone to incentivize pedestrian friendly, vibrant redevelopment of Maple Avenue. Height and density incentives are in place to create retail / mixed use projects to enhance opportunities for shopping, dining, and entertainment. The MAC also promotes multifamily housing, above the retail to create active vibrant streets and an additional customer base for retailers. Employment and transportation needs are also enhanced through MAC redevelopment in the community in a way that maintains the small town character that is unique to Vienna in this area. This project is intended to advance the implementation of the Comprehensive Plan goals of creating pedestrian friendly, active streets along the Maple Ave. commercial corridor.

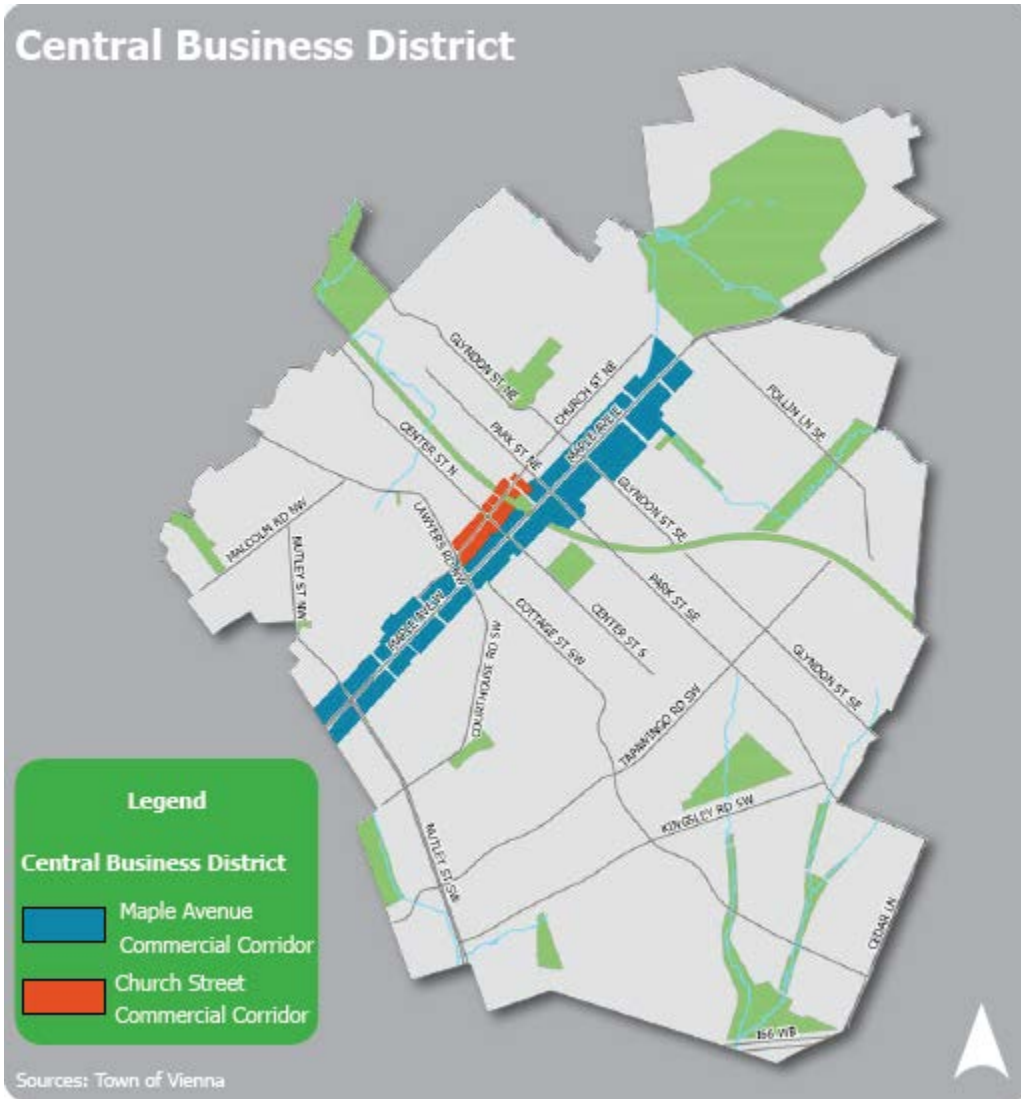
To clearly articulate what is expected in MAC redevelopment applications, the Town wishes to provide guidelines and illustrations that will assure applications are congruent with the Town's character and goals as outlined in Vienna's Comprehensive Plan. The consultant's work on this project is anticipated to begin spring 2017, and continue for approximately nine (9) months.

SECTION 2. BACKGROUND:

The Town of Vienna is located in central Fairfax County, ten miles west of the District of Columbia. The fifth largest town in the Commonwealth of Virginia, Vienna incorporates 4.4 square miles and has a population of almost 16,000. Vienna's leadership seeks to retain its "small town" atmosphere as a unique family community in a rapidly growing county. Maintaining a predominantly single family residential community with a distinct and vibrant Central Business District in an urbanizing Northern Virginia requires careful land-use and transportation planning as well as targeted redevelopment strategies.

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The surrounding region’s changes include high intensity development at Tysons and Merrifield, located east of Vienna and west of the Capital Beltway. By 2050, Tysons will add 45 million square feet of new construction, and will be home to 100,000 residents and 200,000 jobs. Tysons is already the premier urban center in Fairfax County and Merrifield, a 775 acre area, located between I-66 and the Inova Fairfax Hospital campus, is emerging as the next great mixed use district.

The Town of Vienna has recently completed, within the last three years, the following documents that reflect the goals and objectives of the community and the influences of these regional changes:

- 2014 Approved Maple Avenue Vision (with 2017 updates.) <https://www.viennava.gov/index.aspx?NID=865>
https://www.municode.com/library/va/vienna/codes/code_of_ordinances?nodeId=PTICOOR_CH18ZO_ART13.1MAMAAVCO_ZONE
- 2015 Comprehensive Plan Update <https://www.viennava.gov/index.aspx?NID=270>
- 2016 Citizen Survey <https://www.viennava.gov/index.aspx?NID=1157>

Further, the Town previously approved in 1999 the Church Street Vision Plan which incorporates zone specific design guidelines under which a number of developments have been constructed.

SECTION 3. SCOPE OF SERVICES

Considering these area changes, Vienna’s goal is to differentiate the Town from these fast developing areas by designing a welcoming small town image. Currently, the Town’s Maple Avenue corridor is a nondescript strip commercial and vehicular dominated commuter route. The Town’s goal over time is to create a vibrant walkable thoroughfare street that can accommodate all uses, create a strong sense of place, foster economic development and improve the overall quality of life in Vienna.

The Town’s Board of Architectural Review (the Board) examines and approves designs for commercial buildings, signs and landscaping to ensure that new construction, signs or exterior improvements are not garish or otherwise inharmonious with existing buildings. The selected consultant’s task is to develop Design Guidelines for Maple Avenue that will support the Architectural Review Board and assure harmonious design, architectural styles and streetscapes. Maple Avenue will have the affinity of the underlying structure of the Church Street Vision adjusted for the scale of the street. The Design Guidelines shall be flexible to include both historic and contemporary design elements as long as it yields a pedestrian-oriented and vibrant streetscape that is in harmony with surrounding residential architecture. The Design Guidelines shall include sections on compatible wayfinding signage and lighting design as supporting elements to the overall character of the streetscape. A secondary benefit of having established Design Guidelines is to provide rezoning and redevelopment applicants a known quality of design the Town expects. The Design Guidelines will be utilized as an opportunity for the Board to be able to put the Town’s design preferences in a documented form that can be objectively shared with applicants without dictating specific design elements or architectural styles. The intention is not to mandate a certain set design but rather to give the applicant a sense of acceptable options to apply to prospective redevelopment in the commercial zones. Specific elements that must be included in the Design Guidelines are preferred architectural forms, design elements, signage, and streetscape design features such as lighting, hardscape, walkways and landscaping. The Design Guidelines should be user friendly to assist a variety of users such as business owners, property managers and developers, as well as first time applicants.

The budget for this project is a not to exceed amount of \$50,000.

SECTION 4. PROJECT SUMMARY

The Design Guidelines will consolidate the Maple Avenue Corridor design recommendations into a user friendly resource. The guidelines should be consistent with the 2015 Comprehensive Plan Update. The Town would like to visualize implementation of the comprehensive plan and MAC through a public charrette process. This will give an opportunity for the community to be engaged in the process and to develop an understanding of how policies and goals can be converted to a physical environment and tangible form. Diagrams, images and virtual as-built presentations will be needed to visualize the desired end result.

Paramount to the project will be a clear understanding of the history of Vienna (and the immediately surrounding region) and how that history has formed the physical built environment of the Town as well as the character of the Town’s architecture. The consultant will review the vernacular architecture, current market and design trends while receiving input from the various boards/committees of the Town as well as the design community, developers and the public at large. The consultant should expect to develop sketches, renderings and three dimensional visualization models in cooperation with the Town to allow the public to conceptualize potential future design elements and recommendations. (Note: The Town has a preliminary 3D model.)

The Design Guidelines will need to balance the needs and expectations of the business and the development community with the Town’s interest in assuring a high quality built environment that will make the Town both successful and attractive as well as protect existing residential neighborhoods.

- A. Coordination - The most important part of the design guidelines process will be public engagement. It is anticipated that the community will provide input on issues such as density, architectural styles, streetscape design requirements, public spaces, and impacts on the character of the community. This information, along with input gathered in the 2016 citizen survey, will provide the consultant with

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direction when creating design concepts.

The consultant will meet with the Board of Architectural Review (BAR), local design professionals, property managers, developers, business owners, and the Town Staff. The consultant will be expected to effectively coordinate with the staff and numerous stakeholder groups. Once the project is established and key issues are identified, the consultant will develop the design manual in coordination with the staff.

The draft document will be presented to the BAR, public and Town Council at a number of work sessions and public meetings. The consultant will produce and present all materials necessary to facilitate the meetings and work sessions.

- B. Document Content - The Design Guidelines must, at a minimum, contain an annotated outline of design review issues. The Guidelines must include excellent visual examples which illustrate appropriate and inappropriate treatment approaches for design. The Design Guidelines must also include detailed text which clearly communicates appropriate and inappropriate treatment and approaches for architectural form and other design elements. Additional graphics (illustrations, sketches, graphs, tables, flow charts) should also be used to better illustrate issues and approaches within the document. The Design Guidelines will become the exclusive property of the Town of Vienna.
- C. Document Format - The specific format of the Design Guidelines will be outlined by the consultant in collaboration with the Town staff. The Design Guidelines shall be written with the ability to be easily understood and applied by a layperson or a professional designer or developer. The Design Guidelines will not be printed by the Town but rather will be electronically produced and shared by the Town. An electronic master copy of the document in its original editable format must be furnished to the Town upon completion of the project along with a reproducible hard copy.
- D. Summary of Key Tasks –
- Review the following documents
 - 2015 Comprehensive Plan Update <https://www.viennava.gov/index.aspx?NID=270>
 - 2014 Approved Maple Avenue Vision (with 2017 updates)
<https://www.viennava.gov/index.aspx?NID=865>
https://www.municode.com/library/va/vienna/codes/code_of_ordinances?nodeId=PTIICOOR_CH18ZO_ART13.1MA_MAAVCOZORE
 - 1999 Approved Church Street Vision Plan <https://www.viennava.gov/index.aspx?NID=959>
 - 2001 Charrette outcome <https://www.viennava.gov/DocumentCenter/Home/View/864>
 - “This Was Vienna” (book available at the Town P&Z Office and Amazon)
<https://www.amazon.com/This-was-Vienna-Virginia-photos/dp/B0006ENSH2>
 - Review current BAR application trends.
 - Develop a methodology to create new guidelines that support the Town of Vienna’s goals.
 - Review the Church Street Vision and consider expanding some architectural elements to the Maple Avenue Commercial Corridor.
 - Examine the Comprehensive Plan Update and check applicability with current trends and make recommendations for any changes to the Comprehensive Plan.
 - Create Design Guidelines that preserve and enhance the Town of Vienna’s unique character while allowing growth to continue.
 - Review and create design guidelines for signage and streetscapes
 - Present draft and final recommendations to the Town and public as directed.
 - Develop a 3D model in cooperation with the Town’s staff to allow visualization of potential development over time that can be used to illustrate the positive impact of the guidelines on assuring implementation of the Plan.

SECTION 5. CONTRACT TERM

The term of this agreement shall be for nine (9) months from the date of award, within which time the consultant is expected to complete the Design Guidelines Manual. The anticipated award of the contract is in the Spring of 2017. A detailed schedule will be provided upon award.

The Town as a municipal corporation of the Commonwealth of Virginia is obligated and bound by the terms of this Agreement only to the extent that funds are lawfully appropriated therefore and are allocated and available to pay its obligations hereunder. In the event that and at such time as funds have not been appropriated or are not allocated and available to pay the Town's obligations under this Agreement, then the Town shall not be liable for any obligation to pay for the services referred to in this Agreement.

SECTION 6. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A Mandatory Pre-Proposal Meeting will be held on Tuesday, March 28, 2017 at 11:00 AM at the Vienna Town Hall, 127 Center Street S, Vienna, VA, in the Council Chambers.

1. General Requirements

RFP Response - In order to be considered for selection, Offerors must submit a complete response to the RFP. One (1) original and five (5) copies of each proposal must be submitted to the Procurement Division. The Offeror shall make no other distribution of the proposal.

Proposal Preparation

- a. An authorized representative of the Offeror shall sign the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Procurement Division requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Each copy of the proposal should be bound or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume. **NO HARD COVER THREE-RING BINDERS PLEASE.**
- d. Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342(D) of the Code of Virginia, in writing, on the form provided within this RFP (Reference page 18) either before or at the time the data or other material is submitted. As noted on the form, Offerors must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The Owner reserves the right to ask for additional clarification prior to establishing protection.

2. Specific Submittal Requirements

Proposals should be as thorough and detailed as possible so that the Evaluation Committee may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following as a complete proposal:

- RFP cover page, signed and completed as required.
- References
- A written narrative statement to include:
 - Experience in providing the services described herein, focusing on prior services provided to similar types of government entities.
 - Detailed Scope of Work outlining the firm's approach to providing the services, including specific plans for providing services.
 - Project timeline and deliverable date.
 - Name, qualifications and experience of personnel to be assigned to the project.
 - Recently completed projects of similar nature.
 - Current workload of firm.
- Statement of understanding of the project requirements.
- Equal Opportunity Employment Statement in compliance with
- Virginia Fair Employment Contracting Act

SECTION 7. EVALUATION AND AWARD CRITERIA

An Evaluation Committee will evaluate the proposals using the following criteria.

- | | |
|---|-----|
| 1. Qualifications and previous related work of key project personnel, particularly with regard to working with municipalities of similar size and government structure. | 30% |
| 2. Applicant's knowledge and experience with jurisdictions of a similar size and history as the Town of Vienna. | 10% |
| 3. Prior experience and success in working with a diverse group of project stakeholders. | 30% |
| 4. A description of consultant experience in projects incorporating green initiatives, small town main streets, streetscape designs, and visioning processes. | 20% |
| 5. Responsiveness to submission requirements and ability to provide deliverables within a reasonable time frame. | 10% |

SECTION 8. AWARD OF CONTRACT

The Owner may engage in individual discussions with one or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed variety of projects, as well as alternative concepts. At the discussion stage the Owner may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the Owner shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the Owner can be negotiated at a price considered fair and reasonable, the award shall be made

to that Offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. Should the Owner determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The Owner reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award a contract deemed to be in the Owner's best interest.

SECTION 9. SPECIAL TERMS AND CONDITIONS

1. **Conflict of Interest:** The Offeror certifies that to the best of its knowledge no employee of the Owner nor any member thereof, nor any public agency or official affected by the proposal, has a pecuniary interest in the business of the Offeror, and that no person associated with the Offeror has any interest that would conflict in any manner with the performance of the proposal.
2. **Contingent Fee Warranty:** The Firm warrants that it has not employed or retained any person or persons not generally associated with Firm for the purpose of soliciting or securing this agreement. The Firm further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this agreement. For breach of one or both of the foregoing warranties, the Owner shall have the right to terminate this agreement without liability, or in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift or contingent fee.
3. **Insurance:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on the Insurance Checklist within ten (10) days of notification of award. Additionally, the Offeror certifies that it will maintain all required insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract the Owner reserves the right to require the Firm to furnish the certificates of insurance for coverage required to the Procurement Division.

Insurance Coverages and Limits Required:

- a. Worker's Compensation - Statutory requirements and benefits.
- b. Employers Liability - \$100,000.00
- c. General Liability - \$500,000.00 combined single limit. The Town of Vienna is to be named as an additional insured with respect to the services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- d. Automobile Liability - \$500,000.00
- e. Professional Liability/Errors and Omissions Coverage - Proof of professional liability coverage must accompany the Consultant's written proposal.

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Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, the Town reserves the right to require the consultant to furnish certificates of insurance for the coverage required.

The Town of Vienna, Virginia is to be named as an additional insured and this is to be so noted on Certificate of Insurance. The policy shall be delivered to the Town of Vienna PRIOR to the commencement of any work.

A thirty (30) day written notice of cancellation or non-renewal shall be furnished by certified mail to the purchasing office at the address indicated on the solicitation.

Ownership of documents: Any reports, studies, photographs, negatives or other documents prepared by the Offeror in the performance of its obligations under this contract shall be the exclusive property of the Owner, and all such materials shall be remitted, without restriction, to the Owner by the Offeror upon completion, termination or cancellation of the contract. Offeror shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of the Offeror's obligations under this contract without the prior written consent of the Owner.

Authority to bind Firm in contract: Proposals must give full name and address of Offeror.

Failure to manually sign proposal may disqualify it. The person signing the proposal should show title or authority to bind his Firm in the contract. Firm name and authorized signature must appear on the proposal in the space provided.

Severability: In the event 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.

Performance: Unacceptable Performance – The Owner reserves the right to inspect all operations and to withhold payment for any work not performed to or performed not in accordance with specifications/contract documents. Payments withheld for unsatisfactory performance may be released upon receipt of satisfactory evidence that the work has been corrected to the Owner's satisfaction. These corrections shall be at no cost to the Owner. Firm shall correct deficiencies within twenty-four (24) hours of notice by telephone or in writing. Failure to do so shall be cause for withholding of payment for the service and may result in default action.

SECTION 10. GENERAL TERMS AND CONDITIONS

VENDOR: THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION FOR BID, REQUEST FOR PROPOSALS, PURCHASE ORDER AND/OR OTHER AWARD ISSUED BY THE TOWN OF VIENNA, VIRGINIA, UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION DOCUMENTS. BIDDERS/OFFERORS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS/PROPOSALS; FAILURE TO DO SO WILL BE AT THE BIDDERS/OFFERORS' OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

SUBJECT TO STATE, COUNTY AND LOCAL LAWS AND ALL RULES, REGULATIONS AND LIMITATIONS IMPOSED BY LEGISLATION OF THE FEDERAL GOVERNMENT, BIDS/PROPOSALS ON ALL SOLICITATIONS ISSUED BY THE PURCHASING OFFICE WILL BIND BIDDERS/OFFERORS TO APPLICABLE CONDITIONS AND REQUIREMENTS HEREIN SET FORTH UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

1. **CLARIFICATION OF TERMS:** If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Purchasing Agent or the person whose name appears on the face of solicitation NO LATER THAN SEVEN (7) WORKING DAYS BEFORE opening/closing date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.
2. **PREPARATION & SUBMISSION:** In order to be considered for selection, the bidder/offeror must submit a complete response to the Invitation For Bid/Request For Proposals. One (1) original and one (1) copy of each bid/proposal must be submitted on the Town of Vienna Bid/Proposal Forms provided. The bid/proposal shall be signed by an authorized representative of the bidders'/offerors' firm and delivered to the proper location by the time and date specified on the cover page.
3. **ENVELOPE IDENTIFICATION:** The signed bids must be returned in a sealed envelope and identified as follows: "SEALED BID", show the IFB number, IFB subject, opening time, opening date, and bidder's name and address. In the case of proposals, the signed proposal cover page and proposal must be returned in a sealed envelope, marked clearly on the outside "SEALED COMPETITIVE NEGOTIATION", show the RFP number, RFP subject, closing time, closing date, and offeror's name and address.

If a bid/proposal is mailed in an envelope, not identified as specified, the bidder/offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid/proposal to be disqualified. The Town reserves the right to declare such a bid/proposal as non-responsive. Bids/proposals may be hand delivered to the designated location.
4. **LATE BIDS/PROPOSALS:** LATE bids/proposals will be returned to bidder/offeror UNOPENED, if the IFB/RFP number and return address is shown on the envelope.
5. **QUOTATIONS TO BE F.O.B. DESTINATION:** Quote F.O.B. DESTINATION for all competitive sealed bids. If otherwise, show exact cost to deliver.
6. **PRICING ERRORS:** In case of an error in price extension, the firm fixed unit price shall govern.
7. **BID/PROPOSAL ACCEPTANCE PERIOD:** Bids shall be binding upon the bidder for sixty (60) days following the bid opening date. Proposals shall be binding upon the offeror for ninety (90) days following the proposal due date. Any bid/proposal on which the bidder/offeror shortens the acceptance period may be rejected.
8. **CORRECTION OR WITHDRAWAL OF BIDS AND CANCELLATION OF AWARDS UNDER COMPETITIVE SEALED BIDDING:** Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Department, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating his decision.
9. **TAX EXEMPTION:** The Town of Vienna is exempt from State Sales Tax and Federal Excise Tax. The Town's Federal Tax ID Number is 54-6001654. DO NOT INCLUDE TAX IN BID. Tax Exemption Certificate furnished by the Town of Vienna on request.
10. **USE OF BRAND NAME OR EQUAL:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Town of Vienna, in its sole discretion, determines to be equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalogs and technical details to enable the Town of Vienna to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an "EQUAL" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
11. **SAMPLES:** Samples, if required, must be furnished free of expense to the Town of Vienna on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at his expense. Each sample must be marked with the bidder's name and address, Town's request number and opening date. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.
12. **DELIVERY:** Bids must show number of days required to place material in using agency's receiving area under normal conditions. Proposal must show the number of days required to provide the services/reports as specified.

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Failure to state delivery time obligates bidder/offeror to complete delivery in fourteen (14) calendar days or as specified. A five (5) day difference in delivery promise may break a tie bid. An unrealistically short or long delivery promise may cause a bid/offer to be disregarded. Consistent failure to meet delivery promise without valid reason may cause removal from bid list. Delivery shall be made during normal working hours, 8:00 am to 4:30 pm Monday through Friday, unless prior approval for another time period has been obtained from Consignee.

13. **DEFAULT:** In case of failure to deliver goods/services in accordance with the contractual terms and conditions, the Town of Vienna, Virginia, after due oral or written notice, may procure them from other sources and hold the defaulting Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Vienna may have.
14. **CONDITION OF ITEMS:** All items bid/proposed shall be new and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in bid invitation/proposal request. Verbal agreements to the contrary will not be recognized.
15. **SUBSTITUTIONS:** No substitutions or cancellations permitted without prior written approval by the Purchasing Agent.
16. **RIGHTS OF THE TOWN OF VIENNA:** The Town reserves the right to accept or reject all or any part of bids/proposals, waive minor technicalities/informalities and award the contract to the lowest responsive and responsible bidder or most qualified and best suited offeror to best serve the interest of the Town.
17. **ANTI-TRUST:** By entering into a contract, the bidder/offeror conveys, sells, assigns, and transfers to the Town of Vienna all rights, title and interest in and to all causes of the 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 Town of Vienna under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
18. **INDEMNIFICATION:** The Contractor agrees to indemnify, defend and hold harmless the Town of Vienna, Virginia, its officers, agents, and employees from any claim, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using department or to failure of the using department to use the materials, goods or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered. The vendor agrees to protect the Town from claims involving infringement of patent or copyrights.
19. **TIE BIDS:** If there is a tie for low bid and all other considerations are equal, and if the public interest will not permit the delay of re-advertising for bids, the award shall be determined by drawing lots in public.
20. **PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED BIDDING:** No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
21. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor, in whole or in part, without the prior written consent of the Town of Vienna, Virginia.
22. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Invitation For Bid/Request For Proposal, the signed bid/proposal submitted by the Contractor, the Town of Vienna's standard Purchase Order, the Mandatory/Special Specifications, Terms and Conditions, and the General Terms and Conditions, all of which shall be referred to collectively as the Contract Documents.

If the contractor has a standard contract form, this form shall be submitted with the bid/proposal submittal for the Town's review of its terms and conditions.

23. **LICENSE REQUIREMENT:** All firms doing business in the Town of Vienna are required to be organized or authorized to transact business in the Commonwealth of Virginia or include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Additionally all firms doing business in the Town of Vienna are required to be licensed in accordance with the Town's "Business, Professional and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Finance Department, Business License Office, Telephone number (703) 255-6321. The BPOL License number must be indicated on the submitted bid form.
24. **AWARD:** The contract shall be awarded to the lowest responsive and responsible bidder or the most qualified and best suited offeror.

The Town Council will award all contracts in the amount of twenty thousand dollars (\$20,000.00) or more. The Purchasing Agent will award all contracts less than twenty-thousand dollars (\$20,000.00).

The Purchasing Agent shall sign all contract documents, with the exception of "Construction" contracts, and issue a purchase order to the successful bidder/offeror.
25. **METHOD OF PAYMENT:** Upon satisfactory delivery of the merchandise and/or satisfactory completion of the services, all invoices and statements shall reference the purchase order number and be submitted to:

Town of Vienna
ATTN: ACCOUNTS PAYABLE
127 Center St., S.
Vienna, VA 22180.

The prices and payments shall be full compensation for the labor, tools, equipment, transportation and all other incidentals necessary to complete the specified terms and conditions.

RFP 17-03 DESIGN SERVICES – MAPLE AVENUE DESIGN GUIDELINES

26. **ANTI-DISCRIMINATION:** By submitting their bids/proposals all bidders/offerors certify to the Town of Vienna that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000.00 the provisions in A and B below apply:

- a. During the performance of this contract, the contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin 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.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor, is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

27. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the Town of Vienna. A copy of these provisions may be obtained from the Purchasing Agent upon written request.

By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/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.

28. **CRIMINAL SANCTIONS:** The provisions referenced in Item 27 supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§§ 18.2-498.1 et seq.), and Articles 2 (§§ 18.2-438 et seq.) and 3 (§§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.
29. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
30. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by 10.1-1400 of the Code of Virginia (1950), as amended, 42 U.S.C. § 11001 et seq., or 42 U.S.C. § 9601 et seq., then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products that the bidder/offer does not violate any of the prohibitions of Sec. 10.1-1400 et seq., or the Code of Virginia or Title 15 U.S.C. Sec. 1263.
31. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the bid/proposal or delivered materials for each chemical and/or compound offered. Failure of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as non-responsive.
32. **DEBARMENT STATUS:** By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia or any Political Subdivision from submitting bids on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
33. **COOPERATIVE PROCUREMENT:** As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Section Title	Page Number	Reason(s) for Withholding from Disclosure

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

NOTICE OF PROPRIETARY INFORMATION (CONTINUED):

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act, Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).

C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act, Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

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RFP 17-03 MAPLE AVENUE TRANSPORATION STUDY

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendant, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____

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

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

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

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name

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