

REQUEST FOR PROPOSAL #2010-001

FOR

**ARCHITECTURAL DOCUMENTATION
OF THE
SPRING VALLEY RURAL HISTORIC DISTRICT
IN
GRAYSON COUNTY**

ISSUED BY

THE COMMONWEALTH OF VIRGINIA

**Department of Historic Resources (DHR)
Administrative Services Division
10 Courthouse Avenue
Petersburg, Virginia 23803**

**REQUEST FOR PROPOSAL
RFP #2010-001**

Issue Date: Tuesday, September 16, 2009

Title: **Architectural Documentation of the Spring Valley Rural Historic District in Grayson County.**

Commodity Code: 90700

Issuing Agency: Commonwealth of Virginia
Department of Historic Resources
Administrative Services Division
10 Courthouse Avenue
Petersburg, Virginia 23803

Location Where Work Will Be Performed: Grayson County, VA

Period of Contract: From Date of Award through Thursday, September 30, 2010

Responses will be received until **4:00 PM, Thursday, October 8, 2009**, for furnishing the services described herein.

All inquiries for information should be directed to:

Mrs. Jennifer Mayton
Procurement Officer
Department of Historic Resources
10 Courthouse Avenue
Petersburg, VA 23803
Phone number: (804) 862-6408
Jennifer.Mayton@dhr.virginia.gov

PROPOSALS MUST BE MAILED OR HAND DELIVERED TO:

Mrs. Jennifer Mayton
Procurement Officer
Department of Historic Resources
10 Courthouse Avenue
Petersburg, VA 23803
Phone number: (804) 862-6408
Jennifer.Mayton@dhr.virginia.gov

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, 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 and Address of Firm:	Date:
	By:
	(Sign in ink on line above)
	Name:
	(Print name on line above)
	Title:
FEI/FIN No.:	Phone No.:
E-mail Address:	Fax No.:
Dunn and Bradstreet No.:	
Size of Business (check one):	<input type="checkbox"/> Small <input type="checkbox"/> Large
Minority-Owned (check one):	<input type="checkbox"/> Yes <input type="checkbox"/> No
Women-Owned (check one):	<input type="checkbox"/> Yes <input type="checkbox"/> No

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I. PURPOSE:

The primary objective of this project is to conduct field investigations and prepare reconnaissance-level architectural documentation on a minimum of 70 properties located in Spring Valley within the 2007 proposed district boundary, and to prepare a formal nomination of a National Register and Virginia Landmarks Register historic district within the area.

II. BACKGROUND:

The proposed Spring Valley Rural Historic District is located in northeast Grayson County, Virginia, and west of the town of Fries. [Fig. 1]

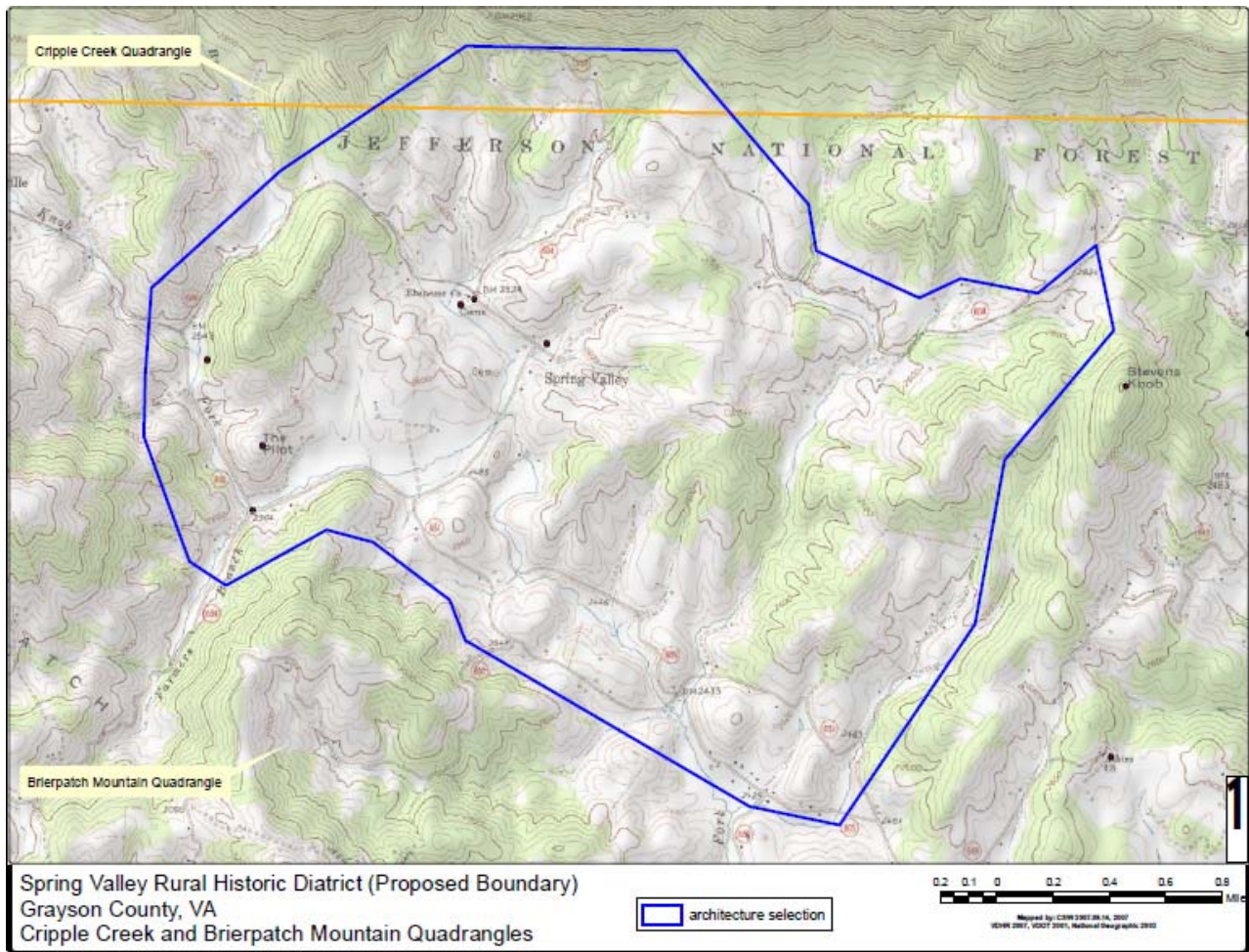


Figure 1

The district was evaluated for National Register of Historic Places and Virginia Landmarks Register eligibility in 2007, as a result of a PIF authored by Spring Valley landholder Don Philen and DHR's Mike Pulice. The area tentatively proposed for the historic district was considered by DHR and recommended as eligible for listing on December 5, 2007. [DHR File Number 038-5269] It was considered as locally significant under Criteria A (Agriculture, Education, and Settlement) and C (Architecture) with a period of significance of ca. 1800-1950. The integrity of surviving properties in this proposed historic district provides the potential for its significance under Criterion A as a well-integrated rural community of households interrelated by the exchange of agricultural and locally manufactured goods. *The completed nomination to the National Register should explore fully the nature and significance of this community.*

Geographical Data: Spring Valley is located in the northeastern part of Grayson County with boundaries on the west side lying just east of the Fallville community and west of Old Colonial Road; on the north side by Iron Mountain, largely covered by the Jefferson National Forest; on the east side by a segmented mountain ridge extending from Stevens Knob southwest to Lundy Knob, west of the Providence Community; and on the south side by Briepatch Mountain, reaching a height of over 3600 feet above sea level. These boundaries form the ridges and slopes for the watershed of Spring Valley. Several roads pass through the valley. Spring Valley Road (Route 805) traverses the valley from the Providence community northwest to the Fallville community. Lonesome Oak Road (Route 651) and Leafwood Lane cross Spring Valley Road and reach to southern and northern areas of the valley. Old Colonial Road crosses the west and northwestern part and Liberty Hill Road (Route 604 and 760) extends to the northern part of the valley. Other shorter routes and private roads reach isolated areas and the upper reaches of the mountain ridges.

2007 Historical Abstract: The early settlement of Spring Valley began in the 1760's, before Grayson County was formed in 1792. Prior to settlement by Europeans, part of the area was hunting grounds for various Native American tribes, as evidenced by Indian artifacts found in plowed fields and along stream banks. William Bourne and his wife Rosemond were among the first to settle in the Knob Fork area about 1765 and they and others received a land grant from the Commonwealth of Virginia. Knob Fork was later renamed Spring Valley because of the "many free flowing springs throughout the area". Spring Valley lands were known to be fertile and were first covered by "unbroken forests". The primary farming activity has been dairy operations and growing beef cattle, with growth of forage for pasture, crops for livestock feed and food for the family. Two small general stores, a cheese factory and a post office once served the community. Several Grayson County "firsts" occurring in Spring Valley have been recorded in local records. The first court in Grayson County was said to have been on May 21, 1793, held in a barn owned by William Bourne. However, court records indicate that the court was held at the house of William Bourne, in Spring Valley, on the 10th day of December, 1792, and Flower Swift, Enoch Osbourne, Minitre Jones, Nathaniel Frisbie, Philip Gaines, William Bourne, Nathaniel Pope, Mathew Dickey, Lewis Hale, and Moses Foley were commissioned and administered the Oath of Office. William Bourne was appointed the first Clerk of Court. The first ordinary was established and its keeper was also William Bourne.

Spring Valley is one of the few rural areas in Grayson County where the land of original land grants have been passed on and protected by family members. On many occasions it has been said that "Those Spring Valley people will not sell any of their land." In a few situations land has been sold or passed outside the family, but has not been subdivided into smaller parcels or lots for subdivisions. In the central area of Spring Valley, property owners have placed their land in Conservation Easements. Contiguous properties of about 1,000 acres include the historic Ebenezer Methodist Church, the site for the old cheese factory and old country store. A second country store and the post office will be protected from development. By the

Code of the Virginia Commonwealth, Conservation Easement properties cannot be subdivided and have restrictions which do not allow commercial use or the development of subdivisions. Other property owners with land contiguous to these Conservation Easement holders have already expressed interest in applying for the same protection for their land.

Spring Valley possesses a good number of significant historic properties that have been under-studied and under-appreciated until recently. Several buildings are now threatened by vacancy and deterioration or major alteration. In June 2008, DHR and Spring Valley residents, led by Don Philen, consulted concerning the need for preservation efforts in Spring Valley. That initiative resulted in Philen sponsoring a project to include documentation of properties in Spring Valley, and a nomination of the area, based on that documentation, for designation as a state and federal historic district.

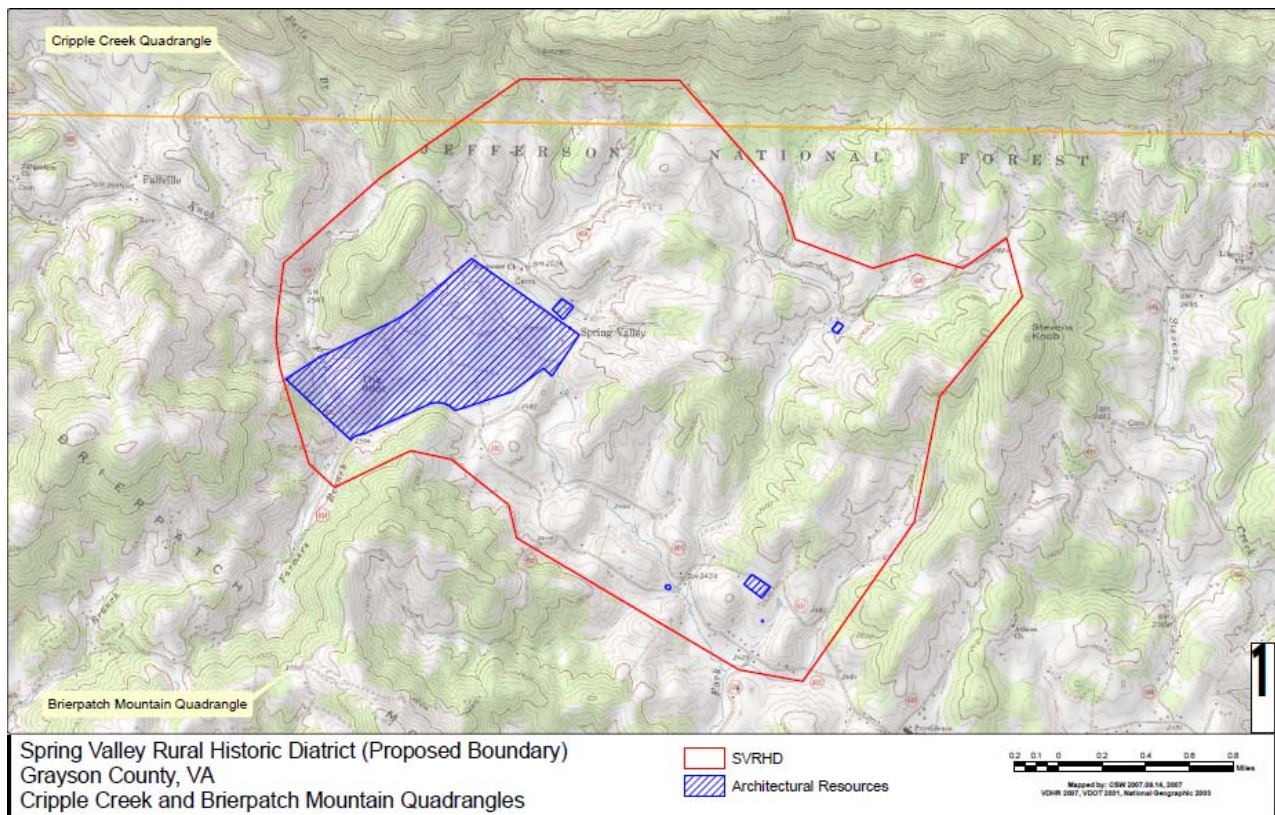


Figure 2. Map showing resources recorded prior to 2007. The large blue polygon is the Bourne-Hale House & Farm [DHR ID 038-0018 - NRHP 2004]

It is the mutual hope and expectation of Spring Valley residents and DHR that the completion of documentation of properties in the proposed survey area, and preparation of a successful historic district nomination will support Grayson County’s preservation planning efforts, will help foster economic revitalization in part through the use of historic rehabilitation tax credits; and will provide data to be used in decision-making about appropriate infill developments, as well as for heritage tourism promotion. All administrative functions of this project will be the responsibility of DHR, including securing professional services to accomplish the work, and management of the project to ensure a product that shall

meet the needs and requirements of Spring Valley, Grayson County, and DHR, and that is delivered in a timely manner.

III. STATEMENT OF NEEDS:

A. Documentation - Architectural Reconnaissance Level Documentation Files

Properties shall be documented at the reconnaissance level. Each documentation form shall record a single property, including primary and secondary resources, and shall require a single documentation form.¹ All properties in the project area will be documented, regardless of the age or condition of the property, including those considered non-contributing as well as contributing to the historic district.

For each property documentation package, two (2) sets of each of the following materials shall be provided (one set for DHR, and one set for the Spring Valley group)

1. **Documentation forms:** Paper copy reconnaissance-level documentation forms for each property to be documented. The forms must adequately document each property. Data entry for these properties into the Data Sharing System (DSS) program used by DHR and local governments in Virginia shall be conducted by the contractor. A DSS form shall be completely filled out for each property (contributing and non-contributing for properties located in historic districts). The documentation forms shall be printouts from the DSS program.

An adequate reconnaissance-level documentation form includes:

- a. **Physical description:** A detailed physical description of the primary resource as well as a brief description of each of the secondary resources on the property, including those considered contributing and non-contributing to the property and potentially to a historic district (see below), and a description of the overall character of the property and its setting, noting landscape features.
 - b. **Evaluation:** A one- to three-sentence evaluation of the property, placing it in its local historical and architectural context, and cultural landscape context if there is a secondary landscape resource on the property; extending beyond the parameters of the property's neighborhood, historic district, community, region, and state as appropriate.
 - c. **Contributing or non-contributing status:** The form shall state whether the property and all resources on the property are considered to be contributing or non-contributing within the proposed historic district.
2. **Photographs: Digital photographs printed in grayscale** on premium glossy photo paper accompanying the documentation forms (DHR photos placed in neatly labeled DHR photo transparent sheets). Printed photos should be approximately 4" x 6". The photos must

¹ Property is defined as a geographic area that contains historic resources. Resource is defined as a building, structure, site, or object. Whether to document the property as an architectural or landscape resource will be determined by the property's primary area of significance.

adequately document the property, and shall be labeled according to DHR requirements. **Note that photos not prepared as described herein may be returned to the contractor for reprocessing at the contractor's expense.**

Digital images: In addition to the print images specified above, the contractor shall provide digital images to DHR, that adequately document the primary resource and a minimum of one image per secondary resource or group of secondary resources (contributing and non-contributing). Digital images must sufficiently illustrate the architectural character of the resource; at least one (1) digital image shall be taken at close range. Electronic image files must be saved as uncompressed TIF (Tagged Image File format) files on CD-R media, in keeping with guidance on digital photographic records issued by the U.S. National Archives and Records Administration. The size of each image must be 1600 x1200 pixels at 300 ppi (pixels per inch) *or larger*. It is recommended that digital images be saved in 8-bit (or larger) color format, which provides maximum detail even when printed in black-and-white. An electronic file folder with the DHR resource number shall be created. Individual digital images shall be named according to the following convention: with the resource number and the year the photo was taken, followed by a brief description (for example, "062-5003-0001_2005_front_elevation" and "062-5003-0001_2005_barn" in the 062-5003-0001 property folder).

Adequate reconnaissance-level architectural photographic documentation includes:

- a. A minimum of two (2) exterior photos showing different views of the primary resource, which must include the façade(s) (primary elevation(s)) and secondary elevations unless not accessible; and
 - b. A minimum of one (1) exterior photo per secondary resource, or of a group of secondary resources if they are located close together, for both contributing and non-contributing resources.
 - c. Photographs that sufficiently illustrate the architectural character of the resource(s). At least one (1) photograph shall be taken at close range, sufficient to show details of design, construction, and/or materials.
3. **Site plan:** A site plan sketch of each property (not to scale is acceptable) showing the footprints of all buildings and structures, and including roof ridge lines; and indicating the relationship between the primary resource and any secondary resource(s), and the public sidewalk and street or road and neighboring properties. The site plan sketch shall include a north arrow, the public sidewalk and street(s) or road(s) bordering or within the property, any significant natural or landscape features such as wooded areas, fields, pastures, ponds, waterways, ditches, hardscapes (such as terraces, sidewalks, and roadways), plant materials, and structures such as fences and walls. Maps, site or parcel plans, or drawings provided by the city may be used for site plans, if they provide or have added to them the necessary information as stated above; but these will not be accepted as site plans without complete information included as described above.
4. **USGS quad maps:** The relevant section of the appropriate USGS topographic quad

map(s) for each property, labeled with the quad name, property address, and DHR resource number, and with a north arrow.

5. **Base maps:** Section(s) of locality base maps highlighting individual property locations. All documented properties shall be mapped, and labeled with the property name and documentation file number, on two (2) sets of base maps provided by the locality. The contractor shall provide one (1) set of labeled maps to DHR, and one (1) set to Spring Valley. Each map must clearly show each documented property labeled by address, property boundaries, and street name, and the map must include the scale, and a north arrow. Photocopies of sections of base maps highlighting individual property locations shall be a part of each property documentation file.

C. Background Research

Prior to beginning fieldwork, it is expected that the contractor shall review all existing materials relevant to the project area held by the DHR Archives, including earlier comprehensive documentation materials prepared on properties in Spring Valley. It is anticipated that the contractor shall also carry out background research in other repositories, as necessary, including those located in Grayson County.

D. General Presentations and Meetings

- In addition to the above products, during the initial phase of the project, the contractor shall meet with DHR Roanoke Region Preservation Office (RRPO) staff to discuss the goals of the project. The first project meeting shall be held by **Monday, October 26, 2009**.
- During the mid phase of the project, the contractor shall meet with DHR RRPO staff and possibly with Spring Valley residents to discuss the progress and findings of the project. The second project meeting shall be held by **Monday, March 15, 2010**.
- The final meeting may be combined with the legally-required historic district public hearing, for which the contractor shall provide a 15-20-minute PowerPoint presentation about the project. The consultant will be invited, though not required, to make the presentation in person. If the consultant does not attend, the presentation shall be provided to the RRPO within sufficient time for the meeting. The final project meeting shall be held by **August 31st, 2010, at which point all work on the project for the purposes of this contract will already have been completed and provided to DHR.**

E. Reporting and Delivery Requirements

1. Two sets of complete architectural reconnaissance-level documentation packages for each property surveyed, prepared according to DHR guidelines; at a minimum, 70 properties shall be surveyed. Final materials shall address DHR comments (and any Spring Valley resident comments) on draft samples submitted for review according to the schedule provided above. One set of documentation materials shall be provided to DHR, packaged in DHR Archival materials, and the other set shall be provided to Spring Valley, organized

by property with all materials pertaining to each property either contained in file folders or clipped together. Note that all materials provided to Spring Valley and to DHR, in draft and in final form, shall be fully and carefully reviewed and proofread for compliance with DHR requirements, and checked for typographical errors, completeness, and compliance with requirements before submission to DHR. Materials that do not show evidence of this shall be returned to the contractor for proofreading, editing, and correction of any errors and omissions.

2. HISTORIC DISTRICT BOUNDARIES

The consultant shall use guidance in DHR's survey manual for determining the boundaries of the historic district (see reference below, at end of this section), and in the National Park Service's National Register Bulletin 21, *Defining Boundaries for National Register Properties*, and shall consult with DHR's Roanoke Region Preservation Office (RRPO) as needed to identify defensible boundaries for the district. The consultant shall propose final boundaries during the initial phase of the project (due at the 25% completion point).

3. NATIONAL REGISTER OF HISTORIC PLACES AND VIRGINIA LANDMARKS REGISTER NOMINATION

The contractor shall prepare a nomination to the NRHP and VLR for the Spring Valley Rural Historic District, which will be presented to the State Review Board and Historic Resources Board (SRB and HRB) at its September 2010 meeting (exact date and location to be determined). In addition to the requirements as presented in the National Park Service's National Register Bulletin 16-A, *How to Complete the National Register Registration Form*, DHR requires the following materials for each district nomination (**see also the current DHR nomination checklist**):

- a. An additional set of nomination photographs, at a minimum size of 4" per side, printed on premium paper (a total of two (2) sets per nomination).
- b. If the digital photograph option (see current NPS photo regulations for NRHP nominations) is not taken, then negatives associated with the National Register nomination, labeled according to DHR standards, are required.
- c. One archival gold CD, labeled according to NRHP requirements, with TIFF format color photos, 300 dpi, at least 1200 x 1600 pixels, labeled according to NRHP convention.
- d. An inventory with a brief description of all documented properties within the proposed historic district included at the conclusion of Section 7 of the National Register nomination form. The list shall be generated from the DSS database developed through the survey. For the nomination, all resources in the district shall be included in the inventory, and shall be identified in terms of whether they contribute or do not contribute to the character and significance of the historic district. The inventory shall be prepared according to guidelines for preparing an inventory for a NRHP nomination form, and shall include property name and DHR resource number for each property in the historic district.

- e. Maps and a bibliography shall be included with the nomination (see current DHR nomination checklist).
- f. The nomination package shall include a list of all property owners and mailing addresses of record within the historic district, and a separate list of all property owners with mailing addresses whose properties are adjacent to the historic district (see current DHR nomination checklist). **The consultant shall provide this list, along with two (2) sets of mailing labels for property owners within the historic district, and two (2) sets of mailing labels for owners whose properties are adjacent to the historic district, to the contractor. Note: The current DHR Owner of Record form must be submitted.**
- g. The National Register nomination shall be provided on a separate Compact Disk to facilitate editing and reproduction. The template for the nomination will be provided by DHR.

The contractor may be required to attend a meeting at DHR's Richmond office prior to the first meeting with DHR and City staff to discuss the project with DHR staff and receive DSS training, if needed.

Individuals who will be entering data into DSS for this project, and have not received DSS training at DHR during the past six months, must attend DSS training in person. Archival documentation materials for packaging project deliverables can be obtained from DHR at this time; and this meeting affords an opportunity to conduct research in DHR's archives before beginning field work.

Monday, October 26, 2009:

- **First project meeting** to be held by this date, with contractor and DHR (exact date and location to be determined).

Monday, January 25, 2010 – 30% completion:

- By this date, the following are to be provided to DHR:
No less than 20 draft property documentation forms, with a sample of no less than five (5) sets of accompanying materials (copies of site plan sketches, photocopies of photos or digital images, and copies of maps). The draft documentation forms shall be submitted on disk to both the DHR Survey Manager and RRPO; accompanying materials shall be provided to both in paper copy.

Monday, March 22, 2010 – 60% completion:

- By this date, the contractor shall discuss the progress of the project with DHR staff (this will suffice as the **second project meeting**).
- **No less than 20 draft documentation forms in addition to those already submitted as above, for a total of 40, provided to DHR, with a sample of no less than five (5) sets of accompanying materials (copies of site plan sketches, photocopies of photos, and copies of maps)** are due by this date. The draft documentation forms shall be submitted on disk to both the DHR Survey Manager and RRPO; accompanying materials shall be provided to both in paper copy.

- By this date, the contractor shall also provide DHR with any **recommendations concerning alterations to the historic district boundary proposed in the PIF.**

Monday, May 24, 2010 – 80% completion:

- **No less than 20 draft property documentation forms (submitted electronically), with a sample of no less than five (5) sets of accompanying materials (copies of site plan sketches, photocopies of photos or digital images, and copies of maps) in addition to those already submitted as referenced above, for a total of 60,** are due by this date to DHR. The draft documentation forms shall be submitted on disk to both the DHR Survey Manager and RRPO; accompanying materials shall be provided to both in paper copy; **and a complete draft NRHP historic district nomination,** must be received by DHR RRPO no later than close of business, unless an alternative agreement has been previously negotiated with DHR.

Monday, July 12, 2010 - 90% completion:

- By this date, **all final documentation products (printed and electronic documentation forms, photographs, site plans and maps) for a total of no less than 70 individual architectural resources, and a complete final NRHP historic district nomination with all required copies,** must be received by DHR no later than close of business, unless an alternative agreement has been previously negotiated with DHR. Final documentation products shall be consistent with DHR and NRHP requirements, and shall reflect comments resulting from review by DHR of draft materials submitted by the contractor to DHR according to the schedule outlined above. Final documentation products shall be consistent with the DHR's survey requirements and nomination checklist.

Thursday, September 30, 2010 - 100% completion:

- By this date, any comments or requests for revisions made by DHR, its review boards, or the project sponsor must have been addressed by the contractor, and revised copies of the survey and nomination materials provided to DHR and the sponsor. The contractor will provide one final printed copy and one electronic copy of the nomination to DHR's Richmond Office register staff, and to the sponsor.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to each attached scope of work, that the offeror wishes to submit a proposal for, contained in this RFP. One original, so marked, and five (5) copies of each proposal must be submitted to DHR. The offeror shall make no other distribution of the proposal.
2. Proposal Preparation:
 - a. The proposal(s) shall be signed by an authorized representative of the offeror. All information requested must be submitted. Failure to submit all information requested may

result in the agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. The proposal(s) shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis must be placed on completeness and clarity of content.
 - c. Each copy of the proposal(s) must be bound or contained in a single volume where practical. All documentation submitted with the proposal(s) must be contained in that single volume.
 - d. Ownership of all data, materials and documentation originated and prepared for DHR pursuant to the RFP shall belong exclusively to DHR 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 protection of Section 2.2-4342 of the *Virginia Public Procurement Act* prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
3. Oral Presentation: Offerors who submit a proposal(s) in response to this RFP may be required to give an oral presentation of their proposal(s) to the DHR. This provides an opportunity for the offeror to clarify or elaborate on the proposal(s). This is a fact finding and explanation session only and does not include negotiation. The DHR will schedule the time and location of these presentations. Oral presentations are an option of the DHR and may or may not be conducted.

B. SPECIFIC PROPOSAL REQUIREMENTS:

Proposal(s) must be as thorough and detailed as possible so that the DHR may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal(s):

1. The return of the RFP cover sheet, pricing schedule and addenda, if any, signed and filled out as required. **This constitutes the State Form.**
2. The format of each proposal must contain the following elements organized into separate chapters and sections, as the offeror may deem appropriate:
 - a. Approach and Workplan: The proposal(s) must address, in depth, the offeror's plan to meet the requirements of each of the tasks and activities outlined in the Statement of Needs of this RFP. The workplan must discuss the staffing level(s) required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project. The workplan also must include a task-by-task schedule of the time required to complete the project. Workplan steps should be supported by the proposed hours the offeror agrees to commit to the project.

- b. Management Plan and Timetable:** The offeror must present a plan that clearly explains how it will manage and control all proposed activities and the resulting timetable. The firm must explain how the management and administrative processes will ensure that appropriate levels of attention are given so that work is properly performed and that milestones are met on a timely basis as proposed.

This section should set forth beginning and ending dates, deliverables, and major milestones for a proposed timetable that coincides with the proposed workplan.

- c. Project Team Qualifications and Experience:** This section must include the qualifications of the staff the offeror will assign to this project once selected. At a minimum, the proposal shall:
 - i.** Designate a Project Manager.
 - ii.** Include the organization, functional discipline, and responsibilities of project team members.
 - iii.** Provide a complete resume or description of each team member's education, professional experience, length of time employed by the offeror and/or a subofferor.
 - iv.** Personnel named in the proposal shall remain assigned to the project throughout the period of the contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval of the DHR.
 - v.** The offeror shall clearly state if it is proposing to subcontract any of the work herein. Names of subofferors are to be provided and by proposing such firm(s) or individuals, the offeror assumes full liability for the subofferor's performance.
- d. Firm Experience and Capabilities/References:** The purpose of this section is to provide an overview of the offeror's company, plus the offeror's commitment to the services set forth in this RFP.
 - i.** Summarize the organization structure and size of the company plus its date of organization and current principal place of business.
 - ii.** Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
 - iii.** The offeror must specify, in a similar manner with references, etc., the qualifications of any subofferors to be used in this proposed project.
 - iv.** Include a list or describe representative clients served, both nationally and by the local office focusing on clients similar in size and complexity to the City.
 - v.** Provide the current name, address and telephone number of at least three (3) specific

references the company has served either currently or in the past two years; preferably those where one or more members of the project team provided the same or similar services as requested herein. Each reference should indicate the scope of services provided to each referenced client.

- e. Proposed price.

V. EVALUATION AND AWARD CRITERIA:

A. AWARD:

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting a proposal(s) on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s), which, in its opinion, have made the best proposal(s), and shall award the contract to those offerors. The DHR may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359, *Code of Virginia*.) Should the DHR determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the offeror's proposal as negotiated. The DHR will award each line item or project separately and reserve the right to award multiple line items or projects to one vendor.

To ensure that all the work is accomplished within the specified time frames, the DHR reserves the right to limit the number of contracts under DHR-sponsored documentation and planning cost share agreements to no more than two awarded to any one vendor for the same contract period.

B. EVALUATION CRITERIA:

Proposals will be evaluated by the DHR using the following criteria:

CRITERIA	POINT VALUE
A. Project Approach and Workplan	20
B. Project Management Plan and Timetable	15
C. Project Team Qualifications and Experience	15
D. Firm Experience and Capabilities/References	15
E. Project Cost	15
F. SWaM Certification	20

VI. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract 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 agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth 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 § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the 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 contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (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.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all 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 Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs :**
1. **(Request For Proposals):** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
2. To Subcontractors:
- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card

payments.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. 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.
 2. The Purchasing Agency 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 or 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 Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. 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 Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these 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.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,925,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the <u>Code of Virginia</u> .)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- R. **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 employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- S. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- T. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- V. **SET-ASIDES:** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

VII. SPECIAL TERMS AND CONDITIONS:

A. AUDIT:

The contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during said period.

B. BID ACCEPTANCE PERIOD:

Any proposal in response to this solicitation shall be valid for 60 days. At the end of the 60 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

C. CANCELLATION OF CONTRACT:

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

D. IDENTIFICATION OF PROPOSAL ENVELOPE:

If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:	
Name of Offeror	Due Date and Time
Street/Box No.	IFB No./RFP No.
City/State/Zip Code	IFB/RFP Title
Name of Contract/Purchase Officer or Buyer	

The envelope should be addressed as directed on Page 2 of this solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designed location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

E. SUBCONTRACTS:

No portion of the work shall be subcontracted without prior written consent of the agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the agency with the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

F. INVENTIONS AND COPYRIGHTS:

The contractor is prohibited from copyrighting any papers, interim reports, forms, or other material and/or obtaining patents on any invention resulting from its/his performance under this agreement, except upon the written direction of the Commonwealth of Virginia. The copyright or patent shall belong to the Commonwealth of Virginia.

G. FREEDOM OF INFORMATION ACT:

Ownership of all data, material and documentation originated and prepared for the State is 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 protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

H. DRUG FREE WORKPLACE:

Each of the following acts is prohibited by the contractor or his/her employees performing service under the terms of a contract resulting from this solicitation.

1. Unlawful or unauthorized manufacture, distribution, dispensing, possession or use of alcohol or other drugs at the workplace.
2. Impairment or incapacitation in the workplace from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

By submitting a proposal, offerors certify that they understand these prohibitions, and if awarded a contract as the result of this solicitation, they will comply. They also understand that a violation of these prohibitions is a breach of contract and can result in default action.

I. MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. If such SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.

J. PRIME CONTRACTOR RESPONSIBILITIES:

The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

K. AWARD TO MULTIPLE OFFERORS:

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

VIII. METHOD OF PAYMENT:

A. SUBMISSION OF INVOICES TO DHR:

The contractor shall submit invoices for the work performed according to the schedule outlined in the Reporting and Delivery Instructions of each project description, included as attachments to this RFP.

Invoices must be sent to:

Patty Hurt, Accounts Payable
Virginia Department of Historic Resources
10 Courthouse Ave.
Petersburg, VA 23803

Phone: 804-862-6198
E-mail: Patty.Hurt@dhr.virginia.gov

Electronic submissions of invoices are acceptable.

An invoice shall be provided by the contractor at each of the following stages of the project (see due dates in schedules outlined in the Reporting and Delivery Instructions section of each project description included as attachments to this RFP):

- 1. Upon successful completion of the first project meeting, and the orientation and training meetings, as required (10% of the total project fee);**
- 2. When the project has met the twenty five percent (25%) completion point (15% of the total project fee);**
- 3. When the project has met the fifty percent (50%) completion point (25% of the total project fee);**
- 4. When the project has met the seventy-five percent (75%) completion point (25% of the**

- total project fee);
5. When the contractor has provided all final materials to DHR (25% of the total project fee).

B. PROGRESS REPORTS:

Each invoice must be accompanied by a progress report.

The progress report format for each project shall follow the format of the example included herein, at Attachment F. Consultants may include transmittal sheets or cover memos if desired, but these will not take the place of the progress report, which is required to streamline processing of deliverables and invoices at DHR.

The progress report shall:

1. List all tasks and deliverables required by the project;
2. State the percentage completed as of the date of the invoice being submitted;
3. Include an itemization of required services and products completed for that stage of the project for which the invoice is being submitted to DHR;
4. Reflect submission of materials for review to DHR, and to the locality and/or PDC or other entity serving as the local project partner, as required, as noted in the Reporting and Delivery Instructions section of each attached project section, with an itemization of materials submitted and date of submittal (for documented properties, the itemization should include DHR identification number or range of numbers, if assigned).

Electronic submissions of progress reports are acceptable.

C. PAYMENT:

Payment on each invoice will be made by DHR within 30 days following receipt and approval of the invoice, **contingent upon acceptance of the services performed and acceptance of the products for the period covered by the invoice.** When review of materials covered by the invoice indicates that substantial revisions are needed to meet DHR requirements, approval of payment may be delayed due to the length of time required for review and DHR's need to confirm that the products will be acceptable once changes are made. DHR will make every effort to review products and approve invoices on acceptable materials within two weeks of receipt of deliverables. **Note that failure to submit the invoice to the correct location, failure to submit a progress report with the invoice, or failure to submit a complete package of deliverables in the correct format and to the correct locations, prepared according to DHR requirements, may result in delayed payment.**

IX. PRICING SCHEDULE:

Provide a lump sum price. Only provide pricing on projects for which proposal(s) are being submitted in response to this RFP.

Total project price to include all mileage, phone, lodging, meals, copying, photography, etc. to provide services as described:

Lump Sum Price	
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