



**CITY OF PETERSBURG, VIRGINIA
REQUEST FOR PROPOSALS**

RFP No. P10-0027

PROJECT TITLE: Battersea Stabilization – Phase II

ISSUE DATE: March 25, 2010

PERIOD OF CONTRACT: From the date of award through completion of the project.

PREPROPOSAL CONFERENCE: No preproposal conference will be held.

QUESTIONS: Questions must be submitted in writing to the Purchasing Office no fewer than seven (7) days prior to the specified closing date. An electronic message may be submitted to purchasing@petersburg-va.org. If necessary, an addendum will be issued and posted on the City website at www.petersburg-va.org/bidrfp. It is the responsibility of the offeror to download any addenda.

SEALED PROPOSALS WILL BE RECEIVED UNTIL 2:30 P.M April 5, 2010 in the Purchasing Office, City Hall Annex, 103 West Tabb Street, Petersburg VA 23803.

If you are an individual with a disability and require a reasonable accommodation, please notify: Purchasing Office at (804) 733-2345 or TDD (804) 733-8003 three (3) working days prior to need. Proposal packages are available in the Purchasing Office or from the City's website at www.petersburg-va.org/bidrfp.

Brandon C. Martin

**Brandon C. Martin
Purchasing Agent**

TABLE OF CONTENTS FOR RFP No. P10-0027

	PAGE
I. <u>PURPOSE</u>	3
II. <u>BACKGROUND</u>	3
III. <u>STATEMENT OF NEEDS</u>	3
IV. <u>PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS</u>	3
V. <u>EVALUATION AND AWARD CRITERIA</u>	6
VI. <u>PREPROPOSAL CONFERENCE</u>	7
VII. <u>GENERAL TERMS AND CONDITIONS</u>	7
VIII. <u>SPECIAL TERMS AND CONDITIONS</u>	15
IX. <u>ATTACHMENTS</u>	19

REQUEST FOR PROPOSALS No. P10-0027
BATTERSEA STABILIZATION – PHASE II

I. Purpose

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified contractors to establish a contract through competitive negotiation to provide Phase II stabilization at Battersea, which is an historic property owned by the City. The City has determined to use a Request for Proposals and competitive negotiation for this contract pursuant to the authority granted in Section 2.2-4303 (D) (2) of the Virginia Public Procurement Act, which allows public bodies to use competitive negotiation for construction, alteration, repair, renovation or demolition of buildings or structures when the contract is not expected to exceed \$1,000,000. Given the fact that this is an historic property, and the quality of work is the most important criteria for choosing a contractor, the City determines that competitive sealed bidding is not practicable and not fiscally advantageous to the City.

II. Background

The Battersea historic structure is located on the 37 acre parcel known as Battersea Plantation, owned by the City since 1985. The address is 1289 Upper Appomattox Street, Petersburg VA 23803. Battersea was built in 1767-1768 by Colonel John Banister. He was Petersburg's first mayor, served in the Continental Congress, and was a signer of the Articles of Confederation. The dwelling, which is one of the finest examples of a five-part Palladian house in the United States, was placed on the National Register in 1968. Only limited stabilization work has been done on the house, and immediate repairs are necessary. In 2006 a private nonprofit corporation, Battersea, Inc. was formed to lead preservation efforts and establish viable strategies to renovate the house and property in partnership with the City. Battersea, Inc. commissioned The John Greenwalt Lee Company, of Annapolis MD, to prepare a detailed plan for the initial stabilization effort of Battersea. In 2009 the City in partnership with Battersea, Inc. undertook emergency repairs to the jack arches and Phase I stabilization work including the roof, gutters, downspouts, and window protection, all as part of the stabilization plan developed by John Greenwalt Lee Company. Battersea Foundation is the successor to Battersea, Inc. by name change effective August 14, 2009.

III. Statement of Needs

1. The contractor shall furnish all necessary tools, labor, materials, equipment, and accomplish all work required, being the stucco stabilization of Battersea as set forth in the Scope of Work, attached as Exhibit A.
2. The contractor's work shall meet the appropriate Secretary of Interior's Standards for the Treatment of Historic Properties, is subject to oversight and review by the Virginia Department of Historic Resources, and will be further guided by conservators retained by Battersea, Inc.

IV. Proposal Preparation and Submission Instructions

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original, marked "Original," and five (5) copies of their proposal must be submitted to the Purchasing Office. No other distribution of the proposal shall be made by the offeror. The Purchasing Office will neither accept oral proposals, nor accept proposals received by telephone, FAX, or electronically.

All proposals must be sealed and labeled on the outside of an opaque envelope or package to show the following:

- a. Title of Proposal
- b. Name of Offeror
- c. Address of Offeror
- d. RFP Number
- e. Receipt and Closing Date

Responses received after the due date and time will be deemed unresponsive and returned to the proposer unopened. Proposals shall be open to public inspection only after award of the contract. The time proposals are received shall be determined with reference to the Purchasing Office Official Clock. Offerors are responsible for insuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated. In the event the City offices are closed due to inclement weather and/or emergency situations at the time set aside for a preproposal conference and/or the advertised proposal receipt date, the conference and/or receipt date will default to the next open business day at the same time and location.

2. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Purchasing Office. 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. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

f. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City 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 § 2.2-4342F of the *Code of Virginia of 1950*, as amended, 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. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Purchasing Office will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.

B. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that the City and Battersea Foundation may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP Proposal Signature Sheet (attached as Exhibit B) and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet (attached as Exhibit C) and other specific items or data requested in the RFP.
3. A written narrative statement to include:

- a. A statement of the offeror's understanding of the work to be performed.
- b. Background of the firm in general.
- c. Information as to the size and organizational structure of the offeror's firm.
- d. Experience in renovation and stabilization of historic properties, specifically those similar to Battersea, with particular focus on stucco restoration.
- e. The resume of the person who will be the project manager on this project, and the resumes of the other employees of the contractor and/or subcontractors who will be involved.
- f. References from at least three projects in which the firm has renovated historic buildings. The listing shall include the project name and owner, the point of contact, and the phone number.
- g. A proposed schedule for the project.
- h. Cost of project.

V. Evaluation and Award Criteria

The proposals will be evaluated based on the following criteria:

- 1. The ability of the contractor to stabilize the stucco of Battersea in accordance with the requirements of Exhibit A in a professional and historically correct manner, with emphasis on the quality of work.
- 2. The experience and capability of the persons in the firm and the subcontractors who will be assigned to this project.
- 3. The approach of the firm to the renovation of this specific project.
- 4. The schedule for beginning and completing the work.
- 5. The cost of the Scope of Work.

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, above. The interview panel will consist of representatives of the City and from Battersea Foundation. 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 City, with the advice of Battersea Foundation shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The City 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 of 1950*, as amended § 2.2-4359D). Should the City 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.

In negotiations regarding the terms of the contract, the City has no legal authority to indemnify the offeror. Firms submitting proposals agree that they will not ask the City to indemnify them in any resulting contract.

VI. Preproposal Conference

There is no preproposal conference scheduled. If desired, a site visit may be arranged by contacting the Battersea Foundation at 804-732-9882.

VII. General Terms and Conditions

A. Definitions:

1. Acceptance: Acceptance shall mean approval of contractor's invoice for services by the Purchasing Agent's Technical Representative.
2. City: The City of Petersburg, its authorized representatives and employees.
3. Contract: The signed Contract, stating the Scope of the Contract wherein the Contractor shall provide the services to the City as set forth in the Contract Documents.
4. Contract Documents:
 - (a) The signed Contract;
 - (b) This Request for Proposal;
 - (c) Any Addenda issued;
 - (d) The Proposal;
 - (e) The Negotiated Scope of Services to include the Cost Agreement; and
 - (f) Modifications and/or Change Orders issued subsequent to the execution of the Contract.
5. Contractor: The individual, firm or organization which contracts with the City to perform the Work. As employed herein, the term "contractor" may refer to an individual, an organization, or to the contractor's authorized representative.
6. Contract Sum: The total amount payable to the contractor for performance of the Work. The Contract Sum is stated in the Proposal and shall include any adjustments granted by amendment.
7. Final Payment: The payment of the balance of the Contract Sum, following the Acceptance of all Services delivered pursuant to this Contract.
8. Notice: As defined in Section VIII. paragraph F.

9. Purchasing Agent: The City of Petersburg Purchasing Agent, or his designated representative, who shall serve as the City's contracting officer.
10. Purchasing Agent's Technical Representative: The City official who serves as the Purchasing Agent's technical representative for purposes of administering the Contract.
11. Time(s) for Performance: The date(s) by which work is to be completed, in accordance with the Contract Documents.
12. Work: The stabilization work required to be delivered pursuant to this Contract.

B. The City:

1. Authority of the Purchasing Agent: The Purchasing Agent shall be the contracting officer for the City, who is authorized to execute this Contract and any Change Orders issued pursuant to Section I. No Notice to the City shall be effective unless a copy is delivered to the Purchasing Agent in accordance with the terms of the Contract.
2. Authority of the Purchasing Agent's Technical Representative: The Contract shall be administered by representatives of Battersea, Inc. who shall be referred to as "the Purchasing Agent's Technical Representative."
3. Additional City Representatives: The Purchasing Agent's Technical Representative may designate one or more additional representatives to coordinate with the contractor or to inspect the Work performed by the contractor.

C. The Contractor:

1. Licensure: To the extent required by the Commonwealth of Virginia or the City of Petersburg, the Contractor shall be duly licensed to perform the Services required to be delivered pursuant to this Contract.
2. Key Persons: If any "Key Persons" are identified in the Proposal, those Key Persons shall be directly involved in the performance of Contractor's Work hereunder. No Key Person shall be changed without the written consent of City unless such Key Person becomes unavailable to perform his or her duties because of death, disability or termination of employment; provided however, that a Key Person shall be removed at City's request. If a Key Person is no longer capable of performing in the capacity described in the Proposal, or is removed by the City, the City and the Contractor shall agree on a mutually acceptable substitute.

D. Terms for Performance:

1. The Work: The stabilization work required to be delivered pursuant to this Contract shall be in strict accordance with the Specifications included as part of the Contract Documents. All persons performing work pursuant to

the Contract shall be duly qualified to perform that work and shall hold any licenses required by law for persons performing such work.

2. Time for Performance: Time is of the essence of this Contract. The Contractor shall perform all work at the time(s) and in the manner(s) specified in the Contract Documents.

E. 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 only in the courts of the City of Petersburg. The City 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 of 1950*, as amended, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

F. Anti-Discrimination: By submitting their proposals, offerors certify to the City 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 City. (*Code of Virginia of 1950*, as amended, § 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.
- G. Ethics in Public Contracting: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- H. Immigration Reform and Control Act of 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- I. Debarment Status: By submitting their proposals, offerors certify that they are not currently debarred by the City from submitting proposals 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.
- J. Antitrust: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City 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 services purchased or acquired by the City under said contract.
- K. Clarification of Terms: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the Purchasing Agent no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent. Each offeror shall be responsible for determining that all addenda issued by the Purchasing office have been received before submitting a proposal.
- L. Payment:
1. Payment for Services: The Contractor shall submit its invoice for the services performed during the previous month on or before the 15th day of the following month. The invoice shall bill for the services at the fixed monthly rate specified in the Contract Documents or shall detail those services provided and bill at the rates specified in the Contract Documents. The Purchasing Agent's Technical Representative shall verify that the services have been performed in accordance with the Contract Documents and, if appropriate, will approve the invoice and initiate the process for payment.
 2. Progress Payments: If authorized by the terms of the Contract, the Contractor may submit requests for progress payments at such times or upon the occurrence of such events as the Contract Documents may

provide. Upon submission of the request for progress payment, the Purchasing Agent's Technical Representative shall verify the Contractor's entitlement thereto and, if appropriate, shall approve the invoice and initiate the process for payment.

3. The Contractor shall submit original invoices to the Purchasing Agent's Technical Representative which clearly describe and itemize the services provided. In addition, invoices shall contain, at a minimum, the following information:

- (a) The date of the Contract;
- (b) The Contract Number;
- (c) The total cost for these itemized services.

The City reserves the right to determine whether the invoice is clear and properly itemized. However, if abbreviations or jargon are used on the invoice, the Contractor shall provide a key printed directly on the invoice to explain the abbreviation or jargon.

- M. Precedence of Terms: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, 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.
- N. Qualifications of Offerors: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
- O. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City and Battersea Foundation.
- P. Changes to the Contract: Changes can be made to the contract by the parties' agreement in writing to modify the scope of the contract ("Modification"), or unilaterally by the Purchasing Agent directing the Contractor to make changes ("Change Order"). 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.
- Q. Insurance:

1. The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the Contractor's activities, whether such be by himself, his employees,

agents, subcontractors, or by anyone for whose acts any of them may be liable. All insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The Contractor shall furnish as a minimum the hereinafter coverages and limits, and on forms and of companies which are acceptable to the City Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

a. 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 City of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia of 1950*, as amended, during the course of the contract shall be in noncompliance with the contract.

b. Employer's Liability - \$100,000.

c. Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City of Petersburg must be named as an additional insured and so endorsed on the policy.

d. Automobile Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate.

2. Instructions Regarding Insurance Certificates: The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the City will execute the contract. In particular, we would call your attention to the following:

a. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name the "City of Petersburg" as additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "Description" where the language may be inserted as follows: the "City of Petersburg is additional insured" *or that* the "City of Petersburg is additional insured with respects to General Liability; and/or Umbrella Liability policies".

b. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows: "Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the City." NOTE: This requirement may be achieved through modifications to the cancellation clause by striking the words "endeavor to" in the second line and by striking the clause reading "but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives."

OR In lieu of modifying the cancellation clause, the City of Petersburg may be

listed an additional insured by an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to the City of Petersburg. The endorsement should be on a separate form and attached to the certificate.

c. The Certificate Holder should be listed as:

The City of Petersburg
c/o Purchasing Office
103 West Tabb Street
Petersburg VA 23803
IFB/RFP # _____

d. Certificate of Insurance must be signed.

- 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 to 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 City 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 City 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. Availability of Funds: It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- U. Small Business, and Minority-, Women-, and Service Disabled Veteran-Owned

Business: The City of Petersburg actively solicits small, and minority-, women-, and service disabled veteran-owned businesses to respond to all Invitations for Bids and Requests for Proposals, and if not already on the City's Bidder's Mailing List, you may request application for inclusion on the list. Please contact the Purchasing Office at (804) 733-2345 and request an application, or download one from the City's website www.petersburg-va.org.

- V. No Discrimination Against Faith-Based Organizations: The City of Petersburg does not discriminate against faith-based organizations as that term is defined in Section 2.2-4343.1 of the *Code of Virginia of 1950*, as amended.

W. Taxes:

1. The Contractor shall pay all city, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the City and the Contractor, as the taxes shall be an obligation of the Contractor and not of the City, and the City shall be held harmless for same by the Contractor.

2. The City is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

- X. Mandatory Use of City Forms and Terms and Conditions: Failure to submit a proposal on the official city forms 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 City has the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

Y. Bankruptcy: If contractor should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the contractor's insolvency, then the City may without prejudice to any other right or remedy, and after giving the contractor seven (7) calendar days written notice, terminate this contract and procure such goods or services from other sources. In such event, contractor shall be liable to the City for any additional cost occasioned by such failure or other default. In such cases, contractor shall not be entitled to receive any further payment. If the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the contractor shall pay the difference to the City.

Z. Miscellaneous Provisions:

1. Entire Agreement: The Contract Documents constitute the entire agreement among the parties pertaining to the Work and supersede all prior and contemporaneous agreements and understandings of the parties in connection therewith.
2. Royalties, Patents, Trademarks and Copyrights: The Contract Sum includes all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of

patent or copyright, the Contractor shall indemnify and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process to be performed under this Contract, and shall indemnify the City, its officers, agents, authorized representatives, and employees for any costs, expenses and damages which may be incurred by reason of any such infringement at any time during the prosecution and after the completion of the Work.

3. Severability: Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason hereafter be declared invalid.
4. Survival: Any provision of this Contract which contemplates performance subsequent to any termination or expiration of this Contract, including, without limitation, the provisions of Indemnity (IX. B), and Record retention, Audit and Price Adjustment (IX. A), shall survive any termination or expiration of this Contract and shall remain in full force and effect according to their terms.
5. Non-Waiver: The failure of Contractor or the City to exercise any right, power or option arising under this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or City of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.
6. Headings: Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Contract are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

VIII. Special Terms and Conditions

A. Record Retention, Audit and Price Adjustment:

1. **Audit**: All records, reports and documents relating to this Contract shall be maintained by contractor for a period of five (5) years following Final Payment (the "Audit Period"). Such records, reports and documents shall be subject to review and audit by City and the City's consultants or auditors at mutually convenient times.

2. **Price Adjustment for Defective Cost and Pricing Data**: If any price, including profit or fee, negotiated in connection with this Contract or any modification under this Contract, was increased by any significant amount because the contractor furnished cost or pricing data that were not complete, accurate and current as of the date agreed upon between the City and contractor, the price or cost shall be reduced accordingly, and this Contract shall be modified to

reflect the reduction. This right to a price reduction is limited to increases resulting from defects in data under which the submission and certification of cost or pricing data were required.

- B. Indemnification: The contractor hereby assumes all liability for and agrees to indemnify and hold harmless the City and its officers, authorized representatives and employees against any and all claims, losses, costs, damages, penalties, liabilities and fees (including reasonable attorneys' fees) and expenses resulting from any material breach of the representations, warranties and covenants of the contractor contained in the Contract Documents or from any injuries to persons or property caused by the negligence or alleged negligence of the contractor or its subcontractors, employees, or authorized representatives, or in any other manner arising out of the performance of this Contract.
- C. Right to Cancel or Reject: The City reserves the right to cancel this RFP and/or reject any or all proposals, to waive any informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the City, determined to be in the best interest of the City.
- D. Proposer Expenses: The City will not be responsible for any expenses incurred by an Offeror in preparing and submitting a proposal.
- E. Assignment / Subcontracting: The services furnished by the Contractor shall be neither assigned nor subcontracted without prior written consent by the City and Battersea Foundation.
- F. Notice:
 - 1. Written Notice: All Notices required by the terms of this Contract shall be in writing. For purposes of this Paragraph, "writing" shall include facsimile transmissions and electronic mail, provided that reasonable care is used to ensure that the Notice is received by its intended recipient.
 - 2. Notice to Contractor: Written Notice may be served on the Contractor by mail, courier, facsimile transmission or electronic mail to the Contractor's business address as stated in the Proposal cover sheet.
 - 3. Notice to City: Written Notice may be served on the City by mail, courier, facsimile transmission or electronic mail to the Purchasing Agent's Technical Representative, with a copy to the Purchasing Agent.
- G. Termination or Suspension:
 - 1. Non-Appropriation of Funds: This Contract is conditioned upon an appropriation made by the City Council of the City of Petersburg of funds sufficient to pay the compensation due the Contractor under this Contract. If such an appropriation is not made in any fiscal year, and the City lacks funds from other sources to pay the compensation due under this Contract, the City will be entitled, at the beginning of or during such fiscal year, to terminate this Contract. In that event, the City will not be obligated to make any payments under this Contract beyond the amount properly appropriated for Contract payments in the immediately prior

fiscal year. The City will provide the Contractor written Notice of Termination of this Contract due to the non-appropriation of funds at least fifteen (15) calendar days before the effective date of the termination. However, the City's failure to provide such Notice will not extend this Contract into a fiscal year in which funds for Contract payments have not been appropriated.

2. Termination for Convenience: The City shall have the right to terminate this Contract at its own convenience for any reason by giving fifteen (15) days prior written Notice of termination to the Contractor. In such event, the Contractor shall be paid the actual cost of any Services actually performed, plus 10%. Each subcontract shall contain a similar termination provision for the benefit of the Contractor and the City. The Contractor shall not be entitled to receive anticipated profits on unperformed portions of the Work. The City shall have the right to employ an independent accounting firm to verify any amounts claimed by the Contractor to be due under this Paragraph. The City shall have the right of audit (and Contractor shall have the obligations) stated in Section A, above, insofar as they pertain to amounts claimed to be due hereunder.
3. Termination for Default: The City of Petersburg may, by written Notice to the Contractor, terminate the whole or any part of the Contract in any one of the following circumstances:
 - (a) If the Contractor fails to perform the Services within the Time(s) for Performance specified in this Contract, and does not cure such failure within a period of ten (10) days after receipt of Notice from the Purchasing Agent or his designee;
 - (b) If the Contractor fails to perform any of the other provisions of this Contract, fails to make progress so as to endanger performance of this Contract in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of Notice from the Purchasing Agent or his designee; or
 - (c) Without further notice, if the Contractor defaults in the performance of its duties pursuant to subsections (a) and/or (b) above more than twice within any consecutive twelve (12) month period, whether or not the Contractor subsequently cures such earlier defaults.

In the event the City terminates this Contract in whole or in part as indicated above, the City may purchase from other vendors Services similar to those terminated. The defaulting Contractor shall be liable to the City for any excess costs for such similar Services.

4. Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs of failure to perform if the failure to perform this Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Excusable causes include, but are not limited to, acts of God or of the public enemy, and acts of the federal or state government in either their sovereign or contractual capacities. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the

control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted Services were obtainable from other sources in sufficient time for the Contractor to meet the required Time(s) for Performance.

H. Claims and Disputes:

1. Claims: Contractual claims shall be submitted in writing not later than sixty (60) days after the date of Final Payment. No claim shall be considered by the City (and will be deemed to have been waived), unless the Contractor gives written Notice of an intention to file such a claim at the time of the occurrence of the event giving rise to the claim or at the beginning of the Work upon which the claim is based. Written Notice of the Contractor's intention to file a claim pursuant to this subsection H.1 shall not be sufficient unless Contractor complies with each of the following:
 - (a) The Contractor shall, within five (5) days after the occurrence of the event giving rise to such claim or the beginning of the Work upon which the claim is based, deliver to the Purchasing Agent and the Purchasing Agent's Technical Representative written Notice specifying that the Contractor has sustained or is sustaining injury, and detailing the basis of the claim against the City.
 - (b) Within twenty (20) days after delivering such Notice, the Contractor shall deliver to the Purchasing Agent and the Purchasing Agent's Technical Representative a sworn affidavit incorporating an itemized breakdown of the nature and amounts of any damages it has incurred or is incurring. This itemized breakdown shall be made to the fullest extent possible; otherwise the claim shall be deemed waived.
 - (c) The Purchasing Agent or his designee shall make a determination of the claim within fifteen (15) days after receipt of the itemized breakdown described in subsection (b) above, which decision shall be the final determination of the City.
2. No Claim Against City Officials: The Contractor shall make no claim whatsoever against any elected official, appointed official, authorized representative or employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.
3. Contractor to Continue Work During Pendency of Dispute: Unless ordered by the City to suspend all or a portion of its Services hereunder, the Contractor shall proceed with the performance of the Work without any interruption or delay during the pendency of any dispute resolution procedures.

I. Exceptions to the RFP:

Any exception to any provisions of the RFP shall be explicitly identified in a separate "Exceptions to RFP" section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents provide otherwise.

Please identify below, or under separate cover, any "Exceptions to the RFP".

IX. Attachments

Exhibit A: Scope of Work

Exhibit B: Proposer Signature Sheet (to be returned with Proposal)

Exhibit C: Offeror Data Sheet (to be returned with Proposal)

EXHIBIT A

SCOPE OF WORK

Development of Means and Methods for
Historic Stucco Stabilization,
Paint Removal from Stucco,
Replacement of Missing Lime-Sand Stucco to Match,
and Limewashing at Battersea

The City of Petersburg, in partnership with Battersea Foundation, is requesting proposals for the stabilization of existing stucco and in-kind repairs to damaged areas of stucco or areas of replacement of inappropriate stuccoes on all elevations of Battersea. This work will include paint removal from remaining stucco and limewashing of all elevations upon completion of stucco stabilization and repair. The contract resulting from this RFP will reflect an approach to the work by three distinct phases, beginning with development of procedures to be used, followed by two repair phases dependent on funding and approval of the results of the Phase I Plan Preparation, as described immediately below. Phases II and III will be of equal halves of the remaining work to be scheduled with the City and Battersea Foundation following their approval of the Phase I Plan Preparation and documentation.

Phase I will include no less than:

- Take samples of original lime stucco for mortar analysis;
- Locate the original aggregate and silt and source from the Battersea property or nearby;
- Produce lime stucco samples from high calcium lime and site aggregate until a match in composition, texture and color to the original has been achieved;
- Depending on composition, determine mixing, storage and aging requirements for the stucco mortar;
- Ascertain best methods of application to exposed brick substrate;
- Develop tooling to achieve the same texture and appearance as surrounding original stucco (including the striking to match ashlar impression);
- Conduct analysis of painted areas of stucco to determine best methods for removal that leaves original stucco intact;
- Identify weakened and friable areas of original stucco to establish the number of bicarbonate treatments required to strengthen it to the point it can be handled, readhered, stripped of paint, and limewashed;
- Experiment with different methods of holding delaminated stucco together (adhering temporary membranes, etc) while debris from behind is removed;
- Develop optimum lime grout/adhesive for readhering delaminated stucco and methods for holding grouted pieces in place until cured;
- Establish limewash formulation and application process;
- Document and describe all of the processes, including means and method. Produce written and photographic documentation.

EXHIBIT B

PROPOSAL SIGNATURE SHEET

In compliance with this Request for Proposal and to all the terms and 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. Receipt of Addenda is acknowledged:_____.

My signature certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2 Section 489.4 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and federal law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City of Petersburg, and that there are no principals, officers, agents, employees, or representatives of this firm that they have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City of Petersburg, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Petersburg. Furthermore, offeror is in compliance with the *State and Local Government Conflict of Interests Act*, Section 2.2-3100, supplemented by Sections 2.2-4367 – 69 of the *Code of Virginia*. Specifically, no city employee, city employee's partner, or any member of the city employee's immediate family holds a position with the offeror such as an officer, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction or owns or controls an interest of more than five percent.

To receive consideration for award, this signature sheet must be returned to the Purchasing Office as it shall be a part of your response.

Complete Legal Name of Firm and address:

_____	Date: _____
_____	By: _____
_____	(Signature in Ink)
_____	Name: _____
_____	(Please Print)
_____ Zip Code: _____	Title: _____
FEIN No.: _____	Phone: (_____) _____
E-mail: _____	Fax: (_____) _____

Submit this form with Proposal

EXHIBIT C

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may cause your proposal to be deemed non-responsive.

1. Qualifications: The offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. Offeror's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of service, under the current name, as well as any prior names with dates:

Years: _____ Months: _____

4. Indicate below a listing of at least four (4) current or recent contracts, either commercial or governmental, that your firm is servicing, has serviced, or has provided similar service. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

5. Business Category (Check all that apply)

☐ Small Business

☐ Women Owned and Controlled

☐ Minority Owned and Controlled

☐ Service Disabled Veteran Owned and Controlled

☐ None of the above

Submit this form with Proposal