



CITY OF SUFFOLK

P.O. BOX 1858, SUFFOLK, VA, 23439-1858, T: (757) 514-7520; FAX (757) 514-7524

Request for Proposal City of Suffolk RFP #2014-00030-CN November 6, 2013

Purchasing Division
441 Market Street, Room 105
Suffolk, VA 23434-5237
Phone: (757) 514-7520 / Fax: (757) 514-7524
<http://www.suffolkva.us/purchasing>

RIGHT OF WAY CONSULTING SERVICES

Electronic proposals will be received at the office of the Purchasing Agent listed above, until the time and date shown below (local prevailing time), for furnishing the items or services described in the solicitation. Offers should be sent by email attachment to: proposals@suffolkva.us with the RFP number, title, and closing date in the subject line.

SCOPE OF WORK – The City of Suffolk (City), has issued this sealed Request for Proposal (RFP) for the sole purpose of obtaining responsive proposals from qualified companies/firms to provide right-of-way consulting services.

The Senior Buyer, Cindy Norfleet is the Contract Officer for the City of Suffolk with respect to this RFP. All questions and/or comments should be directed to her at this email address: cnorfleet@suffolkva.us. The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the City regarding this RFP. This prohibition shall also extend to the Suffolk City Council and other elected City officials. Any such unauthorized contact may disqualify the bidder from the procurement.

Proposals are Due: 5:00 p.m., December 12, 2013
Pre-Proposal Conference: 10 a.m. November 21, 2013

Contract Officer: _____

Cindy L. Norfleet, CPPB, Senior Buyer, cnorfleet@suffolkva.us

****AN ELECTRONIC DOCUMENT SHALL BE PROVIDED****

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers, if the offer is accepted within ninety (90) calendar days from the date of the receipt of proposals, to furnish any or all of the items and/or services upon which prices are quoted, at the price set, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposals, and is authorized to contract on behalf of firm named below.

Company Name: _____

Address: _____

City / State / Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

SOLICITATION DOCUMENTS

Additional Request for Proposal documents are available on the Purchasing website: http://www.suffolkva.us/bids/bid_search_all.jsp or on the Commonwealth's bid board (eVA), or at Demandstar.com. An e-mail request for the complete RFP form may be sent to the Contract Officer listed on the front page.

Questions concerning this project must be in writing (email is preferred) and addressed to the Contract Officer listed on the front page of this solicitation, and, should be received no later than five (5) business days preceding the date that the proposals are to be received. E-mail is the preferred method and will get a faster response.

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

REQUEST FOR PROPOSAL
Right of Way Consulting Services

SECTION/TITLE

1.0	PURPOSE.....	4
2.0	BACKGROUND.....	4
3.0	COMPETITION INTENDED	4
4.0	PRE-PROPOSAL CONFERENCE	5
5.0	TERM OF CONTRACT	5
6.0	SCOPE OF SERVICES.....	5
7.0	INSTRUCTIONS FOR SUBMITTING PROPOSALS.....	15
8.0	SPECIFIC PROPOSAL REQUIREMENTS.....	17
9.0	EVALUATION AND AWARD CRITERIA.....	19
10.0	CONDITIONS AND INSTRUCTIONS (Revised 8/27/13)	20
	SIGNATURE SHEET	33
	PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION.....	34
	EXCEPTIONS TO RFP	35
	ANTICOLLUSION.....	36
	PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA.....	37
	ATTACHMENT A.....	38
	ATTACHMENT B.....	39
	ATTACHMENT C.....	40
	ATTACHMENT D.....	41
	ATTACHMENT E.....	42
	ATTACHMENT F.....	44

RIGHT OF WAY CONSULTING SERVICES

1.0 PURPOSE

This Request for Proposal (RFP) seeks the services of one or more consulting firms to perform services necessary to prepare title searches, appraisals, negotiate all necessary property rights, and perform all relocation services required for the completion of Right-of-Way acquisition on each project according to the laws, rules, regulations, policies, procedures of the City of Suffolk and Commonwealth of Virginia.

Services are requested on an “as needed” basis. The City plans to select multiple Consultants for a period of one (1) year with the option to renew for two (2) additional one (1) year periods. Because of the various disciplines required for right of way services, the City is interested in turn-key services where the Consultant can do all of the disciplines required to clear the project for right of way and are on the VDOT List of approved consultants for right of way acquisitions. Also, in certain situations the City will be managing the Right of Way acquisitions, and as such, the individual consultants may be required to perform one or more of the disciplines. See Attachment B. The successful Consultant(s) will be required to execute a Work Order at the time services are required based on the type of discipline required (title searches and/or legal services, appraisals and appraisal review, negotiations, relocation services, etc).

The City reserves the right to review and approve the Consultant’s staff and Subcontractor assigned to perform the work.

Work assignments shall be on an “As Needed” basis.

The City reserves the right at all times to perform the work in-house.

The City reserves the right to choose to not award a contract for any services mentioned herein.

2.0 BACKGROUND

The City routinely acquires property and easements necessary for various road widening/improvement projects, as well as water and sewer projects. Currently, such acquisitions are handled primarily by City right of way staff. However, the City is expecting an increase in property and easement acquisitions related to highway and utility projects planned in the upcoming year(s), one major project being the Holland Road/Route 58 Widening Project. Due to the volume of work related to this and other projects, the City may need to contract outside services due to limitations of time and size of staff providing the work.

3.0 COMPETITION INTENDED

It is the City’s intent that this Request for Proposal (RFP) permits competition. It shall be the offeror’s responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be

received by the Purchasing Agent not later than five (5) days prior to the date set for acceptance of proposals.

4.0 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is scheduled for 10 a.m. Thursday, November 21, in the City's Council Conference Room, Room 231 of the City's Municipal Center, 441 Market Street, Suffolk, Virginia. Although attendance is not mandatory, it is important that all interested offerors be present in order to ask any pertinent questions. Failure to attend the Pre-Proposal Conference does not relieve the offeror of their obligations to carry out the scope of the resulting contract.

5.0 TERM OF CONTRACT

The contract shall cover the period beginning upon receipt of signed Agreement and continuing through November 30, 2014. This contract may be renewed at the option of the City based on the terms and conditions herein for two (2) additional one-year periods for a total of three (3) years through November 30, 2016.

6.0 SCOPE OF SERVICES

A. The Consultant(s), employing qualified and competent personnel, shall perform all services necessary to conduct title searches, negotiations, and perform all relocation services required for completion of various City project(s). All services shall be performed in accordance with the terms herein and the Virginia Department of Transportation's Right-of-Way and Utilities Manual of Instructions, U.S. Department of Federal Highway Administration (Office of Real Estate Services – Project Development Guide), and the policies and procedures of the City and Commonwealth of Virginia, which are incorporated herein by reference. Refer to Attachment A.

The City anticipates that multiple Consultants may be required because each Consultant may perform services in some or all of the required disciplines (title searches and/or legal services, negotiations, and relocation services).

The Consultant(s) agree to perform the services as set forth herein and furnish and deliver to the City final reports accompanied by all necessary documents needed to prepare deeds for recordation or necessary for eminent domain proceedings covering said properties.

The Consultant(s) must be on the approved Virginia Department of Transportation Consultant List if the work pertains to a project funded by the Virginia Department of Transportation and/or federal government.

B. Requirements:

The City requires the highest standards of conduct of Consultants working to acquire Right-of-Way for the City:

1. Consultant(s) must be knowledgeable of construction development plans and able to explain them to property owners.

2. Landowners are to be treated courteously and professionally.
3. All negotiations with and payments to property owners must be complete prior to the start of construction (or two weeks prior to construction if the project is funded by the Virginia Department of Transportation and/or federal government), unless otherwise approved or directed by the City.
4. Consultant(s) must be accessible to property owners.
5. A Consultant's representative must return phone calls within twenty-four (24) hours business day.
6. Information requested by property owners must be provided in a timely manner.
7. Every effort must be made to settle with property owners (in compliance with the City and the Virginia Department of Transportation's requirements). A high settlement rate is expected. Settlements must be in line with Right-of-Way estimates and approved by the City.
8. No promises or commitments regarding additional or deleted work associated with a construction project can be made to a property owner without proper written authorization from the City.
9. Progress reports are required to be delivered to the City on the second and fourth Friday of each month prior to noon (12 pm).
10. The City will provide the Consultant with a proposed scope of services, time constraints, and supporting plans and data for each individual upcoming work order. Upon notification of a project, the Consultant(s) agrees to notify the City's Right of Way Agent **within 5 work days** unless otherwise approved or directed by the City, of their ability to perform the work needed for the project, which will include a list of staff and subcontractors that will be working the project and the fee proposal for the work required. See Attachments "D", "E" and "F". The Consultant shall develop a final scope of services, establish delivery times, and itemized cost of services for review by the City. Upon approval by the City, an individual Work Order will be processed and the work initiated.
11. A tracking form for each project must be prepared and include all necessary actions such as contact information of property owner and any tenants, any acquisition areas with their respective considerations, dates on which property owners signed agreements, and a parcel status diary for each parcel. If a project is funded with state or federal transportation dollars, entries must be made on a daily basis to the Right of Way and Utilities Management System (RUMS) or another tracking software program approved by the City (inclusive of all assignments, project data, forms and completion dates). It is the responsibility of the Consultant to have access to the tracking software program approved by the City and to be trained to use it.

12. The consultant will be required to have computers and modems equipped to meet or exceed the Virginia Department of Transportation's requirements to access and utilize the Right of Way and Utilities Management System (RUMS) if the use of RUMS is required.

C. Services Required:

The City anticipates that some Offerors may have the capacity to furnish only some of the following services. However, a Consultant must be able to perform all of the inclusive services indicated by a particular discipline - titles searches and/or legal services, negotiations, and relocation services - as described more fully in each of the following subparts. Attachment "A" requirements are incorporated by reference:

1. Right of Way Estimate:

Consultant(s), in consultation with outside service providers and experts when specialized or technical experience is required, will provide the estimated cost of Right-of-Way acquisition (including updates) and services including:

- a. The estimated compensation for all land, improvements, and easements within the proposed Right-of-Way;
- b. Potential damages that may accrue as a result of the acquisition;
- c. Hazardous waste removal (This estimate may require the Consultant to confer with the Environmental Section of the Virginia Department of Transportation and other qualified sources regarding potential remedial costs.);
- d. Relocation costs of personal property (including CATV), residents, tenants, and/or businesses;
- e. Acquisition of utility easements and relocation of appurtenant facilities;
- f. Condemnation costs;
- g. Demolition and removal costs for buildings and other improvements (This estimate may require the Consultant to confer with a certified contractor providing these services.);
- h. Survey charges (if not provided for by the City under the construction contract) for Right-of-Way stakings of the proposed easements, re-setting of property pins, and the existing and proposed Right-of-Way;
- i. Property management costs;

- j. Recommendations pertaining to Right-of-Way changes that will minimize acquisitions; and
- k. On projects funded by state or federal transportation dollars, the Consultant will be responsible to know which forms are required for the discipline being performed and to complete all necessary forms. If a project is funded by the Commonwealth of Virginia, the Consultant must have access to the RUMS system or another tracking software program as approved by the City and be trained to use it.

2. Title Reports:

- a. Examinations must be completed according to the guidelines established by the City's Right-of-Way policies as set forth in part below:
 - 1). All fee simple and permanent easements require a sixty (60) year title search be performed/certified by an attorney or insured with a title insurance policy.
 - 2). Updating a title search before initiating negotiations, if the title was certified more than 90 days prior to the negotiations unless otherwise approved or directed by the City.
 - 3). All fee acquisitions require a title policy.
- b. All refusal packages require a sixty (60) year title search.
- c. All final title reports must be signed and the title report certified by an approved attorney or insured by a policy of title insurance (with the City as insured) and includes all referenced documents (deeds, easements, and plats).
- d. Signed copies of each title report and certification/policy of insurance must be provided to the City's Right-of-Way Agent.

3. Negotiations:

Negotiations on each parcel shall be based upon appraisals that have been approved by the City and upon approved right of way plans and/or plats as submitted to the Consultant unless otherwise approved or directed by the City.

The Consultant shall provide all work related to presenting the offer to the affected property owners, and tenants if applicable, and conducting all subsequent correspondence and meetings, including:

- a. Facilitating the delivery of approved appraisals;
- b. Preparing negotiation documents (agreements, deeds, offer letters, 10 day-offer letter/notice to condemn, etc.), as assigned by the City;

- c. Updating a title search before initiating negotiations, if the title was certified more than 90 days prior to the negotiations as indicated in the project scope of work unless otherwise approved or directed by the City;
- d. Negotiating with property owners (requiring a minimum of two contacts) regarding (as applicable) relocation of tenants, property owners, and/or businesses, and completing all related City and/or Virginia Department of Transportation forms if applicable;
- e. Obtaining, as assigned by the City, executed purchase option(s) with right of entry, agreement(s), deeds, and/or utility agreement(s), or refusal(s) from property owners;
- f. Accompanying all refusals with a certified sixty (60) year title examination by an attorney or commitment for title insurance issued by title company. Such examination and certification must have been completed within sixty (60) days of the date the refusal package was submitted. In the event the title examination and certification has occurred more than 60 days prior to the date the refusal has been submitted, or if the examination covers a period of less than 60 years, the title examination must be updated so as to be current within 60 days of the submission of the refusal and to cover the full 60 year period. In addition, if the project was funded by state or federal transportation dollars, the RUMS must be completed, or another tracking software program as approved by the City.
- g. Completing final negotiation, including obtaining the signature of the City's Right-of-Way Agent, and administering the entire Right-of-Way obtainment process from receipt of approved appraisal to submission of negotiation report; and
- h. Facilitating delivery of negotiation packages (Negotiations on each parcel shall be based upon appraisals that have been approved by the City and upon approved Right-of-Way plans and/or plats as submitted to the Consultant.).

The Consultant shall make a detailed study of the property in relation to the approved plans and/or plats and the approved appraisal after which necessary documents (such as right of entry, letters to property owner, etc.) are to be prepared by the Consultant in the proper form as set forth in the Virginia Department of Transportation's Right-of-Way and Utilities Manual of Instructions and/or the City's policies and procedures.

The Consultant shall contact the property owner, explaining in detail the effects of the proposed acquisition on the lands of the property owner. A bona fide offer based on the approved appraisal is to be made to the property owner in an effort to secure the needed Right-of-Way and/or easements.

The Consultant shall maintain a diary report for each parcel. If the project is funded by state or federal transportation dollars, the negotiation report is to be prepared in accordance with provisions of the Virginia Department of

Transportation's Right-of-Way and Utilities Manual of Instructions and entered into the approved software tracking system. This report is to include all data assembled through the property owner contacts. This report shall be submitted to the City along with copies of all written documents, letters, or correspondence related to the work.

All agreements circulated for execution shall be on forms approved by the City Attorney's Office. For settlement in any amount above the appraised value of a property, the Consultant must justify and secure the approval in writing from the City prior to requesting that a property owner sign an agreement with a different amount of compensation. If a property owner requests changes in the language of any form agreement prepared by the City Attorney's Office, such language must be approved by the City Attorney's Office prior to signing by the landowner. If a landowner is other than a person or group of individuals in their personal capacity (such as a business entity or trust), or someone other than the owner of record is signing an agreement (such as an agent), the Consultant may be required to obtain signing authority information from the landowner or his representative as directed by the City Attorney's Office.

All signed agreements must be promptly submitted by the Consultant to the City's Right-of-Way Agent. Such agreements will be reviewed, at a minimum, by the Right-of-Way Agent, City of Suffolk's Finance Department and the City Attorney's Office and accepted by the City. The City will complete the approval process of a signed agreement in most circumstances within (14) business days of submittal to the City's Right-of-Way Agent.

4. Negotiation Review:

The Consultant shall submit a negotiation package consisting of all applicable forms and paperwork including the appraisal, title or current owner rundown, offer letter, the diary report for each parcel, purchase agreement, utility agreements, and appropriate plats, plan sheets, and profile sheets. The City will complete its review within seven (7) business days in most circumstances. Should the negotiations report submitted by the Consultant need corrections, the Consultant will have five (5) business days, unless otherwise approved or directed by the City, to make said corrections from date of notification.

5. Relocation:

The Consultant shall utilize Section 404 of the Virginia Department of Transportation's Right-of-Way and Utilities Manual of Instructions; the Uniform Relocation Assistance and Real Property Acquisition Policies Act, Code of Virginia, Title 25.1, Chapter 4, Articles 1, 2, and 3; and all applicable local, state, and federal laws and regulations, the terms of which are incorporated herein by reference, as well as the City's policies and procedures, when the Consultant performs the following services:

- a. Initiating contact with all displacees and confirming all information by letter to the City's Right-of-Way Agent;

- b. Making a detailed search of the market to locate available, decent, safe, and sanitary comparable housing and determine the appropriate replacement housing payment, if any (This will require a detailed inspection of the subject property as well as the available properties for replacement housing.);
- c. Preparing all relocation correspondence and forms;
- d. Computing the Replacement Housing Payment (RHP), moving cost, and Mortgage Interest Differential (MID) to include all necessary moving expenses, if any, for those to be relocated and processing all moving cost claims (The City shall approve all moving expense costs and claims.);
- e. Rendering any necessary relocation advisory assistance to all residents or businesses being displaced by the project (The City shall furnish a Stage I Relocation Report to the Consultant per the Virginia Department of Transportation's Right-of-Way and Utilities Manual of Instructions and/or the City policies and procedures.);
- f. Preparing and submitting all invoices to the City on pay items;
- g. Attending deed closings on all replacement housing purchases, as required;
- h. Distributing all applicable relocation payments, if necessary; and
- i. Performing a final inspection of property acquired, completing the final inspection report, and delivering the keys to City.

The Consultant may be assigned a parcel or displacee which requires only partial relocation assistance services. The consultant will be provided documents confirming previous relocation activities and details of what remaining relocation assistance is being assigned. The Consultant shall send all relocation notices to landowners and tenants, if applicable, in a timely manner. The Consultant shall document all contact with landowners and tenants, including but not limited to keeping a record of the date written communications are mailed and retaining a copy of such written communications and any attachments or enclosures.

6. Relocation Review:

The Consultant shall submit the Replacement Housing Payment and/or Moving Cost Computations to the City for review. The Replacement Housing Payment and Moving Cost Computations will be reviewed by a City Reviewer unless otherwise approved or directed by the City according to Section 404 of the Virginia Department of Transportation's Right-of-Way and Utilities Manual of Instructions and/or the City's policies and procedures unless otherwise approved or directed by the City. The City, upon completion of the review and approval, will provide the approved Replacement Housing Payments and Moving Cost Computations to the Consultant. The City will have five (5) business days to complete the review/approval process. Should the Replacement Housing Payment and/or Moving Cost Computations package submitted by the

Consultant need corrections, the Consultant will have five (5) business days to make said corrections.

7. Closing Services, as Assigned by the City:

The Consultant shall provide all work and complete all documents necessary to convey title to the City from the property owners including the following:

- a. The closing process will be conducted on voluntary conveyances only. This excludes parcels involving refusals of offers, churches and other non-profit organizations, or any other situation that requires filing of a certificate of take;
- b. The City's City Attorney's Office shall be responsible for approval and/or acceptance of any documents that are to be recorded;
- c. The Consultant shall contact applicable mortgage/lien holders to obtain all necessary releases unless otherwise approved or directed by the City. Because of the difficulty in obtaining partial releases on deeds of trust, the time frame required for such releases may extend beyond the proposed expiration date of the Consultant's services contract;
- d. The Consultant shall prepare and have executed by the proper parties all closing documents including but not limited to deeds, full/partial release documents, closing statements (RW 40 and RW 206 if the Virginia Department of Transportation funded the project), W-9s, 1099s, and all other applicable Virginia Department of Transportation forms unless otherwise approved or directed by the City;
- e. The Consultant shall prepare check request forms for:
 - 1). For disbursement of funds to property owner and/or lien holders; and
 - 2). For all other lawful fees necessary to complete the closing and as required to validate the conveyance.
- f. The Consultant shall provide title updates in accordance with the City's and/or Virginia Department of Transportation's requirements immediately before recording the deeds and disbursement of checks unless otherwise approved or directed by the City;
- g. The Consultant shall deliver proceeds check to property owner upon receipt of a properly executed deed;
- h. The Consultant shall deliver proceeds check, or portion thereof, and/ or check for release fee to mortgage holder, if applicable;
- i. The Consultant shall submit the Final Certification of Title in letter form to the City, or an Owners Title Policy insuring the City, attaching all original recorded documents and closing statement. Copies are to be provided to the City and if required to the Virginia Department of Transportation.

- j. The Consultant shall enter all recordation data from recorded documents into the project tracking form and the parcel status diary or if project is funded by state or federal dollars, entered into the approved software tracking system;
- k. The Consultant shall deliver the original closing package to the City and a copy to the Virginia Department of Transportation and its District Office if it is a Commonwealth of Virginia or federal project, if required.
- l. The Consultant shall work closely with the City regarding the entire closing process.
- m. The Consultant's services shall be provided in accordance with the requirements and procedures of the Virginia Department of Transportation's Right-of-Way Manual, the requirements of the City's project agreement with the Virginia Department of Transportation, the requirements of the City's project agreement with the Project Consultant, if applicable, and all other City, State or Federal regulations.

8. Notice to Proceed

Written notice to proceed will be given by the City prior to any work being done on any element of any project. The City will not be responsible for payment for work done in advance of such notice unless specified by the City.

9. Time to Complete Work:

All services shall be completed and delivered to the City upon the agreed number of calendar days after written notice to proceed has been given by the City for each project work order.

For each calendar day that any work remains uncompleted after the contract's time specified for completion of the work has expired, the City shall assess liquidated damages against the Consultant in the amount of \$100.00 per day unless unforeseen delays are beyond control of the Consultant.

10. Court Testimony:

In the event that the testimony of the Consultant or its Sub-Consultant is required in any legal proceedings in connection with its performance under the contract, the Consultant agrees to appear as a witness on behalf of the City. The Consultant shall keep such records with respect to each appraisal as may be required in connection with such preparation or testimony for five (5) years or until court settlement, whichever is the later.

11. Eminent Domain Proceedings:

The Consultant shall provide expert services, including expert testimony as to the fair market value of the property and damages to the residue, as necessary to acquire title to all properties. This service shall also include all pre- and post-trial activities involved in acquiring title to the property through eminent domain proceedings.

12. Plans and Data:

The City will furnish a set of reproducible plans and plats to the Consultant, and the Consultant will be responsible for providing all prints necessary to process reports according to the terms of the contract.

The City will furnish available aerial photographs, maps, contour maps, etc., to the Consultant upon request.

The Consultant will be responsible for identifying plan and plat changes resulting from data obtained during field study. This data is to be submitted in writing to the City which will revise said plans and return the revised plans to the Consultant.

13. Limitation, Assumptions, and Requirements:

The following contingencies are noted relative to the provision of services within the scheduled time frame:

- a. Written confirmation and acceptance of proposal to complete the work by the Consultant, including the City's official authorization to proceed with contacting property owners, will be considered the start date for the project;
- b. The Consultant's property appraisal process cannot begin until the City's notice to proceed has been received by the Consultant;
- c. It is understood that the Consultant may not have control of timely receipt of approved appraisals, approved negotiation report packages, proceeds checks, and other documents;
- d. Receipt of the following shall be necessary, unless otherwise assigned:
 - 1). A Right-of-Way Data Sheet complete with the following information:
 - a). Identification of project parcel numbers and Tax Parcel Identification Numbers and corresponding plan sheet pages on which they are located if applicable;
 - b). Name of property owner(s);
 - c). Total acreage in each parcel being affected;
 - d). Acreage in areas to be acquired (fee simple acquisitions and all easements);
 - e). Acreage in prescriptive Right-of-Way (if applicable); and
 - f). Acreage in proffered areas (if applicable).

- 2). An adequate number of sets of construction plans with the following information:
 - a). Deed book/page number of most recent transfer of title and acreage in whole for each parcel;
 - b). Existing and proposed Right-of-Way lines;
 - c). Prescriptive Right-of-Way notation (if applicable);
 - d). All proposed easement lines (*including utilities*);
 - e). Proffered areas (if applicable);
 - f). Identification of improvements that may be affected by the acquisition either in the areas to be acquired/encumbered or within close proximity to these areas (preferably within one hundred (100) feet); and
 - g). Adequate number of plats and sets of cross sections, profile, and entrance profile sheets.

D. Reporting and Deliverable Requirements:

1. The Consultant shall provide progress reports to the City on the second and fourth Friday of each month prior to noon (12:00 P.M.) unless otherwise approved or directed by the City;
2. The Consultant shall submit a complete file containing all information and contacts regarding each parcel to be acquired, each displacee to be relocated, and improvements being acquired.

7.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

A. Submission of Proposals

An electronic document shall be submitted by e-mail attachment to proposals@suffolkva.us with the RFP number, title, and closing date in the subject line.

The intent of using electronic submissions is to reduce paper usage and provide economical approaches while permitting the offeror to demonstrate their skills, education, experience, pricing, and ingenuity that would qualify them to be selected for interview. Offerors so selected will be allowed to make a formal presentation of their qualifications and job approach, and may be selected for final negotiations of contract. Therefore, care should be given to address the issues relating to the criteria to follow.

Read the entire solicitation before submitting a proposal. Failure to read any part of this RFP shall not relieve any offeror from his or her contractual obligations.

B. Questions and Inquiries

Questions and inquiries pertaining to the Request for Proposals will be accepted from any and all firms via e-mail (cnorfleet@suffolkva.us) or fax. Inquires must provide RFP number, title and acceptance date. Material questions will be answered by Addendum and will be posted on the City's website: http://www.suffolkva.us/bids/bid_search_all.jsp and to all firms who receive the RFP provided that all questions are received five (5) days prior to opening date.

Cindy Norfleet, Senior Buyer, is the designated authorized spokesperson for the City of Suffolk with respect to this RFP. All questions and/or comments should be directed to her attention. The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the City regarding this RFP. This prohibition shall also extend to the Suffolk City Council and other elected City officials. Any such unauthorized contact may disqualify the offeror from the procurement.

C. Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the offeror to ensure that he has received all addendums prior to submitting a proposal. All addenda can be downloaded from http://www.suffolkva.us/bids/bid_search_all.jsp

D. Firm Pricing for City Acceptance

Offers made during negotiation must be honored for City acceptance for 120 days from the date of offer.

E. Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature. Any propriety information must be listed on the attached "Proprietary/confidential Information Identification" form and submitted with the proposal.

F. Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to sign proposal may disqualify it. Person signing proposal should show TITLE or

AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page.

G. Preparation and Submission of Proposals

1. All proposals shall be signed by the individual or authorized principals of the firm.
2. All attachments to the Request for Proposal requiring executing by the firm are to be returned with the proposals.
3. Proposals are to be submitted electronically; title shall indicate the RFP number, time and date of public acceptance, and the title of the proposal.
4. It is the Offeror's responsibility that the proposals are received by the Purchasing Division BEFORE the hour specified on the opening date. Requests for extensions of this time and date will not be granted. Proposals or unsolicited amendments to proposals received by the City after the acceptance date will not be considered.

H. Miscellaneous Requirements

1. The City will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
2. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Purchasing Division will schedule the time and location for this presentation.
3. The contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful firm will be expected to sign a contract with the City.
4. The City reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the City.

8.0 SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as necessary to allow the City of Suffolk to properly evaluate the offeror's capabilities to provide the required services. Offerors are required to submit, as a minimum, the following items in the format provided as a complete proposal:

- A. This RFP cover sheet, Signature Page, Anticollusion/Nondiscrimination/Drug Free Workplace Clauses form, Proof of Authority to Transact Business in Virginia form, and addendum, if any, signed and filled out as required.

- B. A statement that the firm is interested in performing the services, and evidence that the firm's workload would permit the prompt commencement and completion of the project.
- C. A detailed statement indicating the organizational structure under which the firm proposes to conduct business.
- D. A detailed and specific approach and schedule for achieving each item of the preceding Scope of Services and the objectives of the RFP including any other data or material presented in sufficient detail for each factor to be evaluated in accordance with the evaluation criteria. This includes a description of the firm's philosophy and basis for providing these services. Attachment B must be used as a template for documenting what services the Offeror can and cannot perform.
- E. Offerors must furnish a listing of its proposed staff and submit a résumé for each. Refer to Attachment C. The proposal must include statements concerning the availability of the staff and subcontractors to perform the work, and further evidence that the Offeror's and subcontractor's workload would permit the prompt commencement and completion of the project.
- F. The proposal must include specific information relative to the review factors to be considered by the Selection Committee.
- G. A detailed explanation of expertise and experience of the offeror in managing similar programs relative to the scope of services contained in this RFP. This section should include recent similar experience, capabilities of resource persons, the names and telephone numbers of past clients and references for whom such described work has been performed. The lead project manager who will do on-site work must be identified. The lead project manager must attend the RFP presentation/interview. The percentage of time to be allocated to the project by key personnel must also be shown.
- H. If subcontracting is to be used, the offeror shall submit a list of those subcontractor personnel who will be assigned for direct work on the contract and the approximate time each will be devoting to work on the resultant contract. The offeror shall provide resumes giving the educational background, professional experience, and special qualifications of personnel providing services in accordance with this contract. These resumes shall be certified in writing that the information is accurate and complete, and that the individual will participate in the resultant contract. The offeror shall describe the proposed subcontractor's past performance and effectiveness in similar work. The offeror shall submit a list of the types of similar work performed by the subcontractor(s) within the last five (5) years. The offeror shall submit references, government and/or private sector, which can provide knowledgeable input about prior performance.
- I. In order to be considered for selection, Offerors must clearly specify the services required by this RFP which will be performed by the prime consultant. In addition list the proposed sub-consultants which are required for the prime to fulfill the RFP tasks. See Attachments B and C.

- J. The offeror may include any management information which it feels is pertinent, such as historical background of the company, biographical sketches of key personnel to be assigned to the work, proposed organization to perform the work, subcontract structure and principal components to be subcontracted, and experience in similar or related fields.
- K. Fee Proposal: The offeror shall include a fee proposal for the services they plan to provide. Fee proposal shall be broken down by category of services similar to the examples provided in Attachments D, E and F.
- L. Offerors shall provide a list of at least three (3) references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, and the telephone number.

9.0 EVALUATION AND AWARD CRITERIA

The City's Evaluation Committee shall review each proposal and verify credentials of each offeror. Selection will be made on the basis of the criteria listed. Weights to each criteria will be applied as indicated below.

It is the City's desire to award to multiple vendors. In some instances, the firm will be selected in accordance with their ability to provide "turn-key" services; in other instances, the firm will be selected because of their experience providing single specialty services such as title searches, negotiations, etc.

- A. Qualifications and experience of the consultant firm in each of the selected categories. (Weight: 30%)
- B. Qualifications and experience of personnel assigned this project in each of the selected categories (Weight: 40%)
- C. The consultant firm's organization capability and ability to perform job on time (Weight: 20%)
- D. Fee Proposal (Weight 5%)
- E. Overall quality and completeness of proposal based on the submittal requirements (Weight: 5%)

Once the Evaluation Committee has read each proposal the group will, by use of the weighted criteria, rank the proposals. This ranking will be used to select the firms for further consideration thus creating a short-list. At this point, the Evaluation Committee will conduct interviews and/or discussions with the top ranked firms (usually the top three to five depending upon the number of proposals received).

Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror, the City shall select the offeror or offerors which, in its opinion, have made the best proposal, and will award the contract to that offeror or offerors. Should the City determine, in its sole discretion, that one

offeror is qualified, or that one offeror is clearly more highly qualified than the other under consideration, a contract may be negotiated and awarded to that offeror. The file shall contain the consensus of the committee as to ranking and determination of award. The award shall be based on strengths and weaknesses as perceived by the committee as they relate to the criteria. The City of Suffolk is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

The successful firm will be expected to sign a contract with the City of Suffolk. The successful firm shall execute and return the contract documents to the City within ten (10) days of receipt.

10.0 CONDITIONS AND INSTRUCTIONS (Revised 8/27/13)

1. **Use of Form:** All proposals should be submitted in electronic (.pdf) format in accordance with this form. The offeror may attach/scan other information as required to the electronic document that will be made a part of the proposal. Electronic submittals on CD, DVD, memory sticks, or other electronic media will be accepted if delivered prior to the closing time. The preferred method is by an attachment to an email addressed to: proposals@suffolkva.us. The City's published Conditions and Instructions shall supersede any additional writings submitted with the proposal. Such writings shall be clearly marked and noted as an exception.
2. **Submittals:** Except as noted above, all proposals shall be sent as an attachment to email to: proposals@suffolkva.us. The subject line must show the proposal number and name. This form shall be included as part of your submittal; else, your response may be considered 'non-responsive.'
3. **Late Proposals:** Proposals and amendments thereto, if received by Purchasing after the date and time specified, will not be considered. It will be the responsibility of the offeror to see that their proposal is received by Purchasing as specified. There will be no exceptions. Electronic proposals show the date and time sent. This must be prior to the closing date published on the front cover.
4. **City Hall Closure:** Should the City's electronic networks connectivity prevent receipt of proposals at the time of the scheduled proposal closing, the proposals will be accepted and opened on the next business day of the City, at the original scheduled hour, or as soon as connectivity is restored during normal business hours.
5. **Offer/Acceptance:** Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the goods and/or services described therein, shall constitute a contract between the offeror and the City, which shall bind the offeror to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted proposal; and the City on its part to order from such offeror, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.

6. **Withdrawal of Proposals:** Proposals may be withdrawn (cancelled) any time prior to the closing time and date. Withdrawal of proposals may be accomplished by submitting such request in writing on the issuing company's letterhead either by email, in person, or by certified mail.
7. **Addenda:** If issued, addenda to this solicitation will be posted on the Purchasing website (<http://www.suffolkva.us/proposals/index.jsp>). It is the offeror's responsibility to check the website or contact the Purchasing Division prior to the submittal deadline to ensure that the offeror has a complete, up-to-date package. Acknowledgement of all issued Addenda shall be indicated on the proposal form in the appropriate spaces.
8. **Award:** Award will be made to the offer considered by the City's sole determination after following the procedure outlined herein. The process used for this solicitation shall be Competitive Negotiation for Professional Services as outlined in the Virginia Public Procurement Act.
9. **Announcements:** Upon the award or the announcement of the decision to award a contract, the City will publicly post such notice on the bulletin board located outside of the Purchasing Division and on the City's web site: (http://www.suffolkva.us/proposals/proposal_search_awarded.jsp)
10. **City's Rights:** The City reserves the right to reject any and all proposals, and to waive any informality if it is determined to be in the best interest of the City.
11. **Delivery:** The time of delivery of services must be stated in definite terms. If time of delivery for different goods and/or services varies, the offeror shall so state.
12. **Samples:** Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the offeror's risk and expense.
13. **Silence of Specifications:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
14. **Capacity of Offeror:** All proposals must be signed by a responsible officer or employee having the authority to bind the firm in contract. The offeror agrees that its contract performance shall be in strict conformance with the contract documents.
15. **Rights to Damages:** By signing this proposal, the offeror assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.

16. **Anti-collusion**: The offeror certifies by signing this Request for Proposals that this proposal is made without prior understanding, agreement, or accord with any other person or firm submitting a proposal for the same goods and/or services and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages. Should sub-Consultant s or sub consultants have interest in multiple submittals, this clause does not apply except when an act of collusion or fraud.
17. **Indemnification**: The Consultant shall defend, indemnify and hold the City, and the City's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Consultant , its employees, agents, and volunteers, or incurred by or claimed against the City, the City's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Consultant . This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the Consultant or any of the Consultant's officers, shareholders, employees, agents, Consultant s, sub-Consultant s, or any other person or entity acting on behalf of the Contractor. Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
18. **Copyright Protection**: The Contractor agrees to defend and save the City, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
19. **Laws, Regulations**: The Contractor shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.
20. **Alien employment**: The Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
21. **SCC Authorization**: All offerors authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any

offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its proposal or proposal a statement describing why the offeror or offeror is not required to be so authorized.

SCC Number, or Statement: _____

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1, or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

22. **Default:** In event of default by the Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. Such actions taken by the City shall not release the contractor from additional remedies that may be allowed by law.
23. **Availability of Funds:** When a contract resulting from this solicitation involves multiple fiscal periods, such contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
24. **Appeals Procedure:** Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of proposals, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, et seq. Contact the buyer at once for assistance.
25. **Faith-based Organizations:** The City of Suffolk does not discriminate against faith-based organizations.
26. **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 public body. (Code of Virginia 2.2.4343.1E).

In every contract over \$10,000 shall include the following provisions:

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, service disabled veterans 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 Section a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
27. **Drug-Free Workplace:** During the performance of this contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous place, 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 Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (4) 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 sub-consultant 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 Consultant, 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.

28. **Assignment of Contract:** A contract shall not be assignable by the Consultant in whole or in part without the written consent of the City.
29. **Independent Consultant:** The Consultant and any employees, agents, or other persons or entities acting on behalf of the Consultant shall act in an independent capacity and not as officers, employees, or agents of the City.
30. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Consultant's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of ninety (90) days or more, the City and Consultant will negotiate a mutually agreeable adjustment to the Consultant's award amount. Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the act or omissions of the City due to causes within the City's control, the above waiver or release shall not apply.
31. **Governing Law:** This Agreement is made, entered into, and shall be performed in the City of Suffolk, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The Consultant shall not cause a delay in services because of the pending or during litigation proceedings, except with the express, written consent of the City or written instruction/order from the Court.

32. **Severability:** If any provision of a contract resulting from this solicitation, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
33. **Termination for Convenience:** The City may at any time, and for any reason, terminate this Contract by written notice to Consultant specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Consultant by certified mail/return receipt requested at the address set forth in Consultant's Proposal or as provided in this Contract. In the event of such termination, Consultant shall be paid such amount as shall compensate Consultant for the work satisfactorily completed, and accepted by

the City, at the time of termination. If the City terminates this Contract, Consultant shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the City any work completed or in process for which payment has been made.

34. **Termination for Cause:** In the event that Consultant shall for any reason or through any cause be in default of the terms of this Contract, the City may give Consultant written notice of such default by certified mail/return receipt requested at the address set forth in Consultant 's Proposal/ or as provided in this Contract.

Unless otherwise provided, Consultant shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Consultant to cure the default, the City may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, Consultant shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the City any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

35. **Contact Prohibition:** Direct contact with City departments other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the Contract Officer. Violation may result in a determination that your firm is ineligible for an award.

All questions shall be in writing to the Contract Officer shown on the title page of the proposal. The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the City regarding this RFP. This prohibition shall also extend to the Suffolk City Council and locally elected officials. Any such unauthorized contact may disqualify the offeror from this procurement.

36. **Additional Conditions:** The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a offeror intends be considered must be submitted with the proposal and noted as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the proposal, negating possibility of an award to that offeror. Contractual documents submitted by the successful firm after an award will not be accepted.

37. **Consultant Failure to Perform:** Failure of the Consultant to perform the contract by reason of the City's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the City, and may result in debarment of the Consultant for a period of up to three (3) years. Termination and /or debarment of the Consultant shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

38. **Conflict:** In the event of a conflict between the contract documents, including these Conditions and Instructions, the contract documents shall control.
39. **Records and Inspection:** The Consultant shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Consultant's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days notice to the Consultant by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Consultant pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Consultant's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits.
40. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the Consultant , or the waiver by the City of any provision under this contract including any obligation of the Consultant , constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Consultant , and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any right or remedies available to the City.
41. **Entire Agreement:** An resultant contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. The contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
42. **Conflicts of Interests:** Consultant shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the City. The City may not procure supplies, equipment, materials or other goods from a consultant on the same project.
43. **Responsibility of Consultant :** The Consultant shall, without additional costs or fee to the City, correct or revise any errors or deficiencies in his performance. Neither the City's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be deemed a waiver of rights by the City, and the Consultant shall remain liable to the City for all costs which are incurred by the City as a result of the Consultant 's negligent performance of any of the services furnished under this Agreement.

44. **Changes and Additions:** It shall be the responsibility of the Consultant to notify the City, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement will be negotiated and approved by the City, in writing.

It is understood and agreed to by both the City and the Consultant that such modifications or additions to this Agreement shall be made only by the full execution of the City's standard Agreement change order form. Furthermore, it is understood and agreed by both parties that any work done by the Consultant on such modification or addition to this Agreement prior to the City's execution of its standard Agreement change order form shall be at the total risk of the Consultant and said work may not be compensated by the City.

45. **Exemption from Taxes:** The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Suffolk upon request.

46. **Debarment Status:** By submitting a proposal, proposalders certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals 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.

47. **Safety:** All Consultant s and sub-consultant s performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Consultant s and sub-consultant s shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

48. **License Requirement:** All firms doing business in the City of Suffolk are required to be licensed in accordance with the City of Suffolk business license ordinance. Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260.

49. **Consultant's Form:** In cases where the City may accept the Consultant's form agreement, whereas certain standard clauses that may appear in the Consultant's form agreement cannot be accepted by the City, and in consideration of the convenience of using that form, and this form, without the necessity of negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Consultant 's form contract, the City's contract addendum shall prevail over the terms of the Consultant 's agreement in the event of a conflict.

50. **Offeror's Qualifications:** Only proposals from established Consultant s for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Offeror shall demonstrate

that they have adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

The City may, at its option, disqualify a offeror and reject his proposal for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among offeror.
- Receipt of more than one proposal on any project from an individual, or from a corporation. This restriction does not apply to sub-consultants
- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Proposal holder's financial statement, experience and/or plant and equipment.
- Consultant does not meet project-specific requirements, as identified in the Contract Documents

51. **Pricing to be F.O.B. Destination – Freight Allowed:** Pricing shall be F.O.B. destination-freight included for all competitive proposals. F.O.B. Destination-Freight Included shall include all shipping costs to the City location(s) at the unit cost. No additional shipping charges shall be allowed.

52. **Contract Quantities:** The quantities specified in the Request for Proposals are estimates only unless otherwise clearly noted, and are given for the information of offeror and for the purpose of proposal evaluation. They do not indicate the actual quantity that will be required, since such volume will depend upon requirements that may develop during the contract period. Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the contract, or relieve the Consultant of his obligation to fill all orders placed by the City, except as clearly noted.

53. **Competition Intended:** It is the City's intent that the Request for Proposals (RFP) permits competition. It shall be the offeror's responsibility to advise the Buyer in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Contract Officer prior to the date set for proposals to close.

54. **Insurance**

The successful offeror shall procure, maintain, and provide proof of, insurance coverage's for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the offeror, his agents, representatives, employees or sub-consultant s. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages and certificates of insurance and shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the offeror for the duration of the contract period; for occurrence policies. Claims made

policies must be in force or that coverage purchased for three (3) years after delivery date.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence Limit

\$1,000,000 Fire Damage Limit

\$ 500,000 Medical Expense Limit

b. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

c. Umbrella/Excess Liability

\$1,000,000 umbrella/excess liability coverage

d. Professional Liability

1. The successful offeror shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements.
2. The City policy shall be endorsed to include the City's officials, officers, agents and employees as insured. The E&O Policy shall include the successful offeror and the offeror's subcontractors of every tier as the offeror designated in the declarations.
3. The minimum E&O Policy limits to be provided by the successful offeror (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy (or umbrella or excess policy with respect to it) shall apply only to the City and City's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

4. Notice of Cancellation and/or Restriction - The policy must be specifically endorsed to provide the City with forty-five (45) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.

e. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the declaration pages, endorsements, and/or policies provided.
2. The City of Suffolk, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. A copy of all endorsements, declaration pages, and policies that address additional insured shall be provided. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
4. Shall provide thirty (30) days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for sub-consultant s of the offeror shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the declaration page(s), endorsement(s), and/or policies and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The offeror shall furnish the City with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. All documents are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Officer.

11. All coverage's designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

SIGNATURE SHEET

(Submit with Proposal)

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth.

My signature also 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, Chapter 12, Article 1.1 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, and 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 Suffolk and that there are no principals, officers, agents, employees, or representatives of this firm that 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 Suffolk, 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 Suffolk.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Address: _____

Federal ID No.: _____ **Telephone No.** _____ **Fax No.** _____

Name (type/print): _____ **Title:** _____

Signature: _____

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION RFP #2014-00030-CN

Name of Firm/Offeror: _____

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, 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, including the section of the proposal in which it is contained, as well as the page number(s), 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 a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

EXCEPTIONS TO RFP

(RFP #2014-00030-CN)

Name of Firm/Offeror: _____

Unless stated in this portion of the proposal, all offerors will be considered to have accepted all the terms of the Request for Proposal (RFP), including requirements or those using the word shall, must, or required, and any amendments as issued, without exception.

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF SUFFOLK HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

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 SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, 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.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, 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/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER 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 THE REQUIREMENTS OF THIS SECTION.
 - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of Bidder:	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: ()	Title
Fax Phone Number: ()	
FIN/SSN#:	

Is your firm a "minority" business? Yes No If yes, please indicate the "minority" classification below:
 African American Hispanic American American Indian Eskimo Asian American Aleut
 Other; Please Explain: _____
 Is your firm Woman Owned? Yes No Is your firm a Small Business? Yes No

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

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

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

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

ATTACHMENT A

The following are incorporated by reference:

- A. The Virginia Department of Transportations' Right-of-Way and Utilities Manual of Instructions.
- B. U.S. Department of Federal Highway Administration (Office of Real Estate Services – Project Development Guide)

ATTACHMENT B

SERVICES PROVIDED FORM

NOTE: Please <u>check</u> if the services will be provided by the Offeror's personnel, or a Sub-contractor.		
Scope of Services:	Service Provided by Offeror: Attach List name and License Number if Applicable	Service Provided Sub- Contractor: Attach List names and License Number if Applicable
Right of Way Estimate		
Legal Searches		
60-year title with copies of recorded documents/Updates		
Releases		
Title Insurance		
Deed Preparation		
Attorney Court Testimony		
Closings		
Appraisals		
Appraisal Reports/Updates		
Sales Research		
Appraiser Court Testimony		
Appraisal Reviews		
Appraisal Reports/Updates		
Sales Research		
Appraiser Court Testimony		
Negotiations		
Negotiation Packages/Offers		
Negotiation Court Testimony		
Relocation Services		
Relocation Packages/Offers		
Relocation Court Testimony		
Relocation Review		
Relocation Packages/Offers		
VDOT Approved Consultant List		

Please attach list of personnel by job title (project manager, appraiser, right of way specialist, etc.) and provide Resumes of Prime and Sub-Contractor personnel.

ATTACHMENT C

FIRM DATA SHEET

Project No.: _____

Right-of-Way Agent

The prime consultant is responsible for submitting the information requested below on all firms on the project team, including all sub-consultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Proposals not including all of the required data will not be considered.

Firm's Name and Address	Firm's DBE/SWAM Status *	Firm's Age	Firm's Annual Gross Receipts

* YD = DBE Firm Certified by DMBE N = DBE/SWAM Firm Not Certified by DMBE
NA = Firm Not Claiming DBE/SWAM Status
YS = SWAM Firm Certified by DMBE. Indicate whether small, woman-owned, or minority-owned business.

ATTACHMENT D

CITY OF SUFFOLK Right of Way Proposal Form (Per Parcel Rate) Example		
	<u>Number</u>	<u>Each Unit</u>
Right of Way Estimate	Parcels	\$ VALUE
Title Searches		
<u>Type</u>	Parcels	<u>Each Unit</u>
60-year Title Report with copies of recorded documents		\$ VALUE
Title Updates		
Releases		
Title Update		
Deed Preparation		
Closings		
Attorney per diem Hourly Rate:		
Appraisals	<u>Number</u>	<u>Each Unit</u>
<u>Type</u>		\$ VALUE
Simple Acquisition	Parcels	
Narrative	Parcels	
Sales Research	Parcels	
Appraiser per diem Hourly Rate:		
Appraisal Reviews	<u>Number</u>	<u>Each Unit</u>
<u>Type</u>		\$ VALUE
Simple Acquisition	Parcels	
Narrative	Parcels	
Sales Research	Parcels	
Negotiations	<u>Number</u>	<u>Each Unit</u>
Negotiation Packages/Offers	Parcels	\$ VALUE
Agent per diem Hourly Rate:		
Relocation Services	<u>Number</u>	<u>Each Unit</u>
Relocation Packages/Offers	Parcels	\$ VALUE
Agent per diem Hourly Rate:		

ATTACHMENT E

CITY OF SUFFOLK Right of Way Proposal Form Fee Proposal Example

Fee Proposal

This Fee Proposal is made this _____ day of _____ 201___. In accordance with the Request for Proposal for Project:_____.

A. Sales Research

Sales Research	= \$ _____
(Actual Cost per Attached Schedule)	
Project Manager _____ Hours X Rate	= \$ _____
R/W Technician _____ Hours X Rate	= \$ _____
Sub-Total	= \$ _____
Comparable Sales Research	= \$ _____

B. Appraisal (_____)

Appraisal Services (____ Appraisals)	= \$ _____
(Actual Cost per Attached Schedule)	
Project Manager _____ Hours X Rate	= \$ _____
R/W Technician _____ Hours X Rate	= \$ _____
Administrative _____ Hours X Rate	= \$ _____
Sub-Total	= \$ _____

Appraiser per diem for eminent domain proceedings (if required)

Total appraisal Services = \$ _____

C. Negotiations (_____)

Project Manager _____ Hours X Rate	= \$ _____
R/W Agent _____ Hours X Rate	= \$ _____
R/W Technician _____ Hours X Rate	= \$ _____
CADD/Drafter _____ Hours X Rate	= \$ _____
Administrative _____ Hours X Rate	= \$ _____
Sub-Total	= \$ _____

Meals and Lodging Per Diem	Days X Rate	= \$ _____
Company or Personal Car Mileage	Miles X Rate	= \$ _____
Plan Printing	Prints X Rate	= \$ _____

Photo Coping	Sheets X Rate	= \$ _____
Express Mailing	Pkgs. X Rate	= \$ _____

Negotiator per diem for eminent domain proceedings (if required)

Total Negotiations Services = \$ _____

D. Net Fee

Total For Net Fee = \$ _____

TOTAL MAXIMUM COMPENSATION PAYABLE (A + B + C + D) = \$ _____

ATTACHMENT F

**RIGHT OF WAY SERVICES
WAGE RATE SCHEDULE EXAMPLE**

(See Section X and XII for Evaluation and Award Criteria)

Employees Classification	Wage Range	Overhead	Billable Rate	Net Fee

NOTE: Fixed Billable Rates to be determined in Accordance with VDOT Policy if project is funded by the Commonwealth of Virginia. Net Fee cannot include Facility Cost.

Non Salary Cost

Meal Expense

Mileage Rate

Lodging Rate

Per Diem Services for Eminent Domain

Others