

**REQUEST FOR PROPOSAL FOR NON-PROFESSIONAL SERVICES 1033-16**  
**Planning Services**

- I. RFP Schedule and Instructions to Offerors
  1. Proposal Receipt
  2. Proposal Opening
  3. Evaluation
  4. Memorandum of Understanding
  5. Release of Information
  6. Addenda
  7. Funding
  8. Equals
  9. Acceptance of Proposals
  10. Award/Protest of Award
  11. Contractual Claims
  12. Timeliness
  13. Tax Exempt Status
  14. Contractual Documents
  
- II. General Terms and Conditions
  1. Qualifications
  2. Laws and Regulations
  3. Audit
  4. Subcontracts
  5. Subcontractor Payment Requirement
  6. Multiple Awards
  7. Quantities
  8. Delivery
  9. Payment
  10. Pricing Errors
  11. Addenda
  12. Cooperative Procurement
  13. Ethics in Public Contracting
  14. Drug Free Workplace
  15. Anti-Discrimination
  16. Debarment Status
  17. Nonvisual Access to Technology
  18. Technology Improvements
  19. Insurance
  20. License Requirement
  21. State Corporation Commission Licensing
  22. Termination by Owner for Convenience
  23. Ownership of Material/Intellectual Property
  24. Proprietary Information or Trade Secrets
  25. Indemnification
  26. Anti-Trust
  27. Default
  28. Valid Contract
  29. Assignment
  30. Changes, Additions, Deletions
  31. Applicable Laws and Courts
  32. Immigration Reform Act of 1986
  
- III. Special Terms and Conditions
  1. Liquidated Damages
  2. Performance and Payment Security

IV. Scope of Services

Sample Contract

**TOWN OF BLACKSBURG, VIRGINIA  
Request for Proposal for Non-Professional Services**

<b>Issue Date:</b> November 18, 2016	<b>RFP Number:</b> 1033-16  <b>RFP Title:</b> Planning Services
<b>Proposal Receipt Date, Time and Location:</b> <b>January 5, 2017 1:00pm</b> <b>Town of Blacksburg</b> <b>Purchasing Agent</b> <b>Purchasing Administration Office</b> <b>First Floor</b> <b>Blacksburg Municipal Building</b> <b>300 South Main Street</b> <b>Blacksburg, VA 24060</b>  <i>Proposals must be received by the Town of Blacksburg Purchasing Agent at the Purchasing Administration Office, First Floor, Blacksburg Municipal Building, 300 South Main Street, Blacksburg, Virginia 24060, by the above date and time. By using a commercial delivery service to deliver a proposal, offeror assumes the responsibility for any failure by the delivery service to deliver the proposal on time or to the correct office.</i>	
<b>Last Date for Written Questions:</b> December 5, 2016 5:00pm  <b>Email questions to:</b> <b>Angie Frazier</b> <b>Purchasing Manager</b> <b><a href="mailto:afrazier@blacksburg.gov">afrazier@blacksburg.gov</a></b>	<b>Date Addenda Will Be Posted on Town's Website:</b> December 8, 2016

**I. INSTRUCTIONS TO OFFERORS**

1. **Proposal Receipt:** Proposals must be received by the Town of Blacksburg, Purchasing Agent, Purchasing Administration Office, First Floor, Blacksburg Municipal Building, 300 South Main Street, Blacksburg, VA 24060 by the above proposal receipt date and time in a sealed envelope. The envelope shall clearly show the proposal number and due date and time. Proposals received after the above time and/or date will be returned to the offeror unopened. Submit seven copies of your proposal as well as a flash drive copy. Proposals shall be limited to 20 numbered pages. It is strongly encouraged that proposals be printed front and back on recycled paper, and stapled in the upper left-hand corner. Three-ring notebooks, spiral binders, plastic covers and other non-recyclable materials contributing to the Town and County waste stream are not encouraged.
2. **Proposal Opening:** As this is a Request for Proposal, all responses shall be opened in private with no information being released until after the negotiation process. A selection committee may be established to review and evaluate all responses.
3. **Evaluation:** Once proposals have been evaluated, selection of offeror(s) shall be made on the basis of the factors as stated in this Request for Proposal. Interviews and negotiations may then be conducted. If a contract can be satisfactorily negotiated at a fair and reasonable price, then an award shall be made. If one offeror is deemed to be clearly more qualified and suited to the Town's needs prior to the interview process, then a contract will be negotiated with that offeror.

4. **Memorandum of Understanding:** During contract negotiation, a more defined scope of services or refined specifications may be developed. These shall be known as a memorandum of understanding (MOU) and shall contain any agreed upon negotiation points. The MOU shall then become part of the contract documents.
5. **Release of Information:** No information regarding the identity of the offerors or the contents of the proposals shall be released until after the negotiation process. If your proposal contains information of a proprietary nature, the information must be noted and an explanation submitted on separate cover.
6. **Addenda:** If any offeror has questions about the Request for Proposal, the offeror shall notify, in writing, the Purchasing Administration Office by the date stated in this proposal package. The Town will answer questions in writing and post such as addenda on the Town's web site. Email questions to Angie Frazier, Purchasing Manager, at [afrazier@blacksburg.gov](mailto:afrazier@blacksburg.gov).
7. **Funding:** Should funding not be available for subsequent years and this purchase is of a term contract nature, then any contract entered by the Town shall be declared null and void.
8. **Equals:** Any reference to the name of a certain brand, make or manufacturer is used only to convey general style, type, character, and quality of the article desired. It is not intended to restrict offerors to the specific brand name; however, it will be the offeror's responsibility to prove their product as equal.
9. **Acceptance of Proposals:** Proposals submitted shall be binding for ninety (90) calendar days following the proposal opening date, unless extended by mutual consent of all parties.
10. **Award/Protest of Award:** Any offeror desiring to protest the award or decision to award this contract shall submit such protest in writing to the Purchasing Agent within ten days after public notice of award or the announcement of the decision to award, whichever occurs first. Public notice of the award or decision to award shall be posted on the bulletin board in the Purchasing Administration Office.
11. **Contractual Claims:** All claims which may arise under this contract shall be resolved through the procedure set forth in Blacksburg Town Code section 16-506 Contractual Disputes.
12. **Timeliness:** Delivery time is of the essence. Offeror must comply with time frames as specified in this Request for Proposal unless different time frames are negotiated prior to award. Failure to meet delivery schedules and completion time frames may be grounds for disqualification.
13. **Tax Exempt Status:** The Town of Blacksburg is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate shall be furnished upon request. The Town's Federal Tax ID Number is 54-6001146.
14. **Contractual Documents:** The contract entered into by the parties shall consist of the Request for Proposal, Addenda, the Instructions to Offerors, the General Terms and Conditions, Special Terms and Conditions, the Scope of Services, the proposal submitted by the offeror, the Memorandum of Understanding, the Town of Blacksburg's Contract and/or Purchase Order, and any change orders issued, all of which may be referred to as the contract documents.

Angie Frazier, CPPO, VCO  
Purchasing Manager

THE UNDERSIGNED ACKNOWLEDGES THAT BY THE SIGNATURE OF THE FORM, OFFEROR AGREES TO COMPLY WITH ALL INSTRUCTIONS TO OFFERORS, TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL AND IS DULY AUTHORIZED TO SIGN FOR OFFEROR COMPANY. ANY DEVIATIONS TO THE SCOPE OF SERVICES, INSTRUCTIONS TO OFFERORS, TERMS AND CONDITIONS MUST BE STATED, IN WRITING, WITH YOUR PROPOSAL.

COMPANY \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

STATE CORPORATION COMMISSION LICENSE #: \_\_\_\_\_

Is your company registered as a DBE vendor in Virginia? \_\_\_\_\_

Is your company registered as a SWaM vendor in Virginia? \_\_\_\_\_

I hereby acknowledge receipt of the following addenda (if any):

Number \_\_\_\_\_ dated \_\_\_\_\_

Number \_\_\_\_\_ dated \_\_\_\_\_

The following employees in our organization are duly authorized to sign binding agreements for and on behalf of the Owner, Partner, or Corporation including, but not limited to, Requests for Proposal, Pay Request, Change Orders, Required Certifications, etc:

Type or Print Name	Signature
_____	_____
_____	_____
_____	_____

Company Name: \_\_\_\_\_

Signed By: \_\_\_\_\_  
(Owner, Partner, or Principal of the Corporation)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

## II. GENERAL TERMS AND CONDITIONS

1. **Qualifications:** The offeror shall provide the names, addresses, email addresses and telephone numbers of firms or government agencies for whom a similar type of service has been performed.

The Town of Blacksburg will consider, in determining the qualifications of an offeror, his record in performance of any contracts for the services into which he may have entered with the Town or with other public bodies or corporations. The Town of Blacksburg expressly reserves the right to reject the proposal of such offeror, if such record discloses that said offeror, in the opinion of the Town, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded his obligations to subcontractors, suppliers or employees.

The Town of Blacksburg will make an investigation as to the ability of the offeror to perform the service. The Town of Blacksburg reserves the right to reject any proposal, if the evidence submitted by, or investigation of offeror, fails to satisfy the Town that such offeror is properly qualified by experience and financial status to carry out the obligations of the contract and to complete the service contemplated therein. Conditional proposals will not be accepted.

The Town reserves the right to inspect offeror's facility, prior to award, to satisfy questions regarding the offeror's capabilities.

2. **Laws and Regulations:** The offeror shall give all notices and comply with all laws, ordinances, regulations, and lawful orders of any public authority bearing on the performance of the work.

The contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia (1950), as amended, relating to labor unions and the right to work, and all contractors and subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to this project shall comply with all of the said provisions.

The offeror shall furnish the Town copies of affidavits upon request giving the original dates, renewal dates and expiration dates of all labor contracts related to any phase of the work to be performed on the project site under this contract, if applicable.

The provisions of all regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia (1950), as amended, shall apply to all work under this contract.

3. **Audit:** The offeror hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Town of Blacksburg, whichever is sooner. The Town, its authorized agents, and/or state auditors shall have full access to and the right to examine any of the said materials during said period.
4. **Subcontracts:** Upon request, the offeror shall provide the names and addresses of all major suppliers and subcontractors to the Town of Blacksburg.
5. **Subcontractor Payment Requirement:** For any contract with a nongovernmental, privately owned enterprise, for goods or services, the contract shall include:

A payment clause which obligates the offeror to take one of the two following actions within seven days after receipt of amount paid to the offeror by the Town for work performed by the subcontractor under that contract:

Pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under that contract, or:

Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

A payment clause that requires individual offerors to provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

An interest clause that obligates the offeror to pay interest to the subcontractor on all amounts owed by the offeror that remain unpaid after seven days following receipt by the offeror of payment from the Town for work performed by the subcontractor under that contract, except for amounts withheld as allowed above.

An interest rate clause stating, “unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.”

The offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

6. **Multiple Awards:** The Town reserves the right to award multiple contracts for all of the specified item(s) or service(s) described by the request for proposal to more than a single responsive and responsible offeror. Multiple contracts may also be awarded to the lowest responsive and responsible offeror for each required good, service, or equipment, described by the request for proposal.
7. **Quantities:** The Town does not guarantee any minimum or maximum quantities. Quantities as specified are approximate and are prepared for the solicitation. The exact quantities shall be stated at time of order placement.
8. **Delivery:** Consistent failure to meet delivery without valid reason shall constitute default. All deliveries shall be FOB destination, inside delivery unless otherwise stated.
9. **Payment:** The Town’s terms are Net 30 after receipt and acceptance of all material and/or services. In the contract, payment may be made per each completed and accepted phase of the service.
10. **Pricing Errors:** In case of an error in price extension, the firm fixed unit price shall govern.
11. **Addenda:** All addenda will be issued by the Town and posted on the Town’s web site. All such addenda shall become part of the solicitation documents, must be addressed in the proposal and shall become a contract document. The Town accepts no liability for late or non-receipt of addenda.
12. **Cooperative Procurement:** The Town may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more public bodies, or public agencies or institutions or localities of the several states of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for construction and architectural/engineering services, a public body may purchase from another public body’s contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement. Any public body, agency, locality or institution desiring to utilize the resulting contract shall be responsible for the administration of said public body’s, agency’s, locality’s or institution’s contract.
13. **Ethics In Public Contracting:** The provisions contained in Sections 2.2-4367 – 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the Town of Blacksburg. A copy of these provisions may be obtained from the Purchasing Office upon written request. By submitting their proposals, all offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction of any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

14. **Drug Free Workplace:** During the performance of this contract, if the contract is over \$10,000 the offeror agrees to (i) provide a drug free workplace for the offeror’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 offeror’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 offeror that the offeror maintains a drug free workplace and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
15. **Anti-Discrimination:** By submitting their proposal, offeror certifies to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

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

1. During the performance of this contract, the offeror agrees as follows:
  - a. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror 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.
2. The offeror will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

The Town does not discriminate against faith based organizations.

16. **Debarment Status:** By submitting a proposal or by the acceptance of a Town of Blacksburg Purchase Order, all firms certify that they are not currently debarred from doing business with or in the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from doing business with or in the Commonwealth of Virginia.
17. **Nonvisual Access To Technology:** All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any state agency or institution or political subdivision of the Commonwealth (the “Technology”) shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:
- (i) effective, interactive control and use of the technology shall be readily achievable by nonvisual means;
  - (ii) the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;

- (iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- (iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (a) the technology is not available with nonvisual access because the essential elements of the technology are visual and (b) nonvisual equivalence is not available.

18. **Technology Improvements:** The Town acknowledges the offeror's right to enhance, but not to degrade, the attributes of any service provided at any time under this agreement. The offeror will provide the Town with written notification of any known hardware, firmware, and software changes as well as any changes to procedures to be followed by the Town at least 30 days in advance of the offeror's scheduled implementation of such changes, if such changes are of a type that may affect the features, functionality or method of operation or delivery of any service offered under this agreement. Upon the Town's request, the offeror shall promptly provide all documentation needed to evaluate the impact of such changes. There shall be no charge for the implementation of such changes, nor shall the cost of the service be affected.
19. **Insurance:** If applicable to this service, whenever any work or services are provided, either in or on Town property, the offeror shall provide the Purchasing Agent with a Commonwealth of Virginia Certificate of Insurance prior to the commencement of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum limits of liability shall be: Workers' Compensation – Standard Virginia Workers' Compensation Policy, Broad Form Comprehensive General Liability - \$1,000,000 Combined Single Limit. This coverage shall include as appropriate as determined by Town, Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability; Automotive Liability - \$1,000,000 Combined Single Limit. These are minimum requirements only and may be increased if stated in the proposal package. Offeror shall notify Town at least 30 days prior to cancellation or non-renewal of this insurance.
20. **License Requirement:** All firms having a business location or office in the Town of Blacksburg are required to be licensed in accordance with the Town's Business, Professional and Occupational Licensing (BPOL) Tax Ordinance. Out of town firms performing work in excess of \$25,000 must also obtain a license before work begins. Questions concerning the BPOL tax should be directed to the Finance Department by calling (540)961-1108.
21. **State Corporation Commission Licensing:** Corporations conducting business within the Commonwealth of Virginia must be incorporated in the Commonwealth of Virginia or present certification as issued by the Virginia State Corporation Commission.
22. **Termination By Owner For Convenience:** Owner may terminate this contract, in whole or in part, at any time without cause upon giving offeror written notice of such termination. Upon such termination, the offeror shall immediately cease work. Upon such termination, the offeror shall take such steps as owner may require to assign to the owner the offeror's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the offeror shall receive as full compensation for termination and assignment the following:
  - a. All amounts then otherwise due under the terms of this contract.
  - b. Amounts due for work performed in accordance with the contract subsequent to the latest approved certificate for payment through the date of termination.
  - c. Reasonable compensation for the actual cost of demobilization (if any) incurred by the offeror as a direct result of such termination. The offeror shall not be entitled to any compensation or damages for lost profits or for any other type of contractual compensation or damages other than those provided by the preceding sentence. Upon payment of the foregoing, owner shall have no further obligations to offeror of any nature.



23. **Ownership Of Material/Intellectual Property:** Ownership of all information, materials and documentation originated and prepared for the Town of Blacksburg in conjunction with this proposal shall belong exclusively to the Town. The offeror agrees to assign to the Town all worldwide right, title and interest in and to all works, including literary works, pictorial, graphic and sculptural works, architectural works, works of visual art and any other work that may be the subject matter of copyright protection; advertising and marketing concepts; models; drawings; for the Town pursuant to this contract.
24. **Proprietary Information Or Trade Secrets:** Offerors are advised that Section 2.2-4342 of the Code of Virginia, i.e., the Virginia Public Procurement Act, shall govern public inspection of all records submitted by the offeror. Specifically, if offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, offeror shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is needed. Furthermore, the offeror shall submit proprietary information under separate cover, and the Owner reserves the right to submit such information to the Town Attorney for concurrence of the offeror's claim that it is in fact proprietary. References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal not labeled proprietary or otherwise not meeting all three of the requirements of Section 2.2-4342 shall be public information in accordance with state statutes.
25. **Indemnification:** Offeror shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of offeror, its subcontractors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by this contract. Offeror shall save harmless and indemnify the Town, its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. Offeror shall, upon written demand by the Town, assume and defend at offeror's sole expense any and all such suits or defense of claims. The Town cannot legally agree to any clause indemnifying the offeror from any damages arising out of the contract or holding the offeror harmless. The submission of a proposal means that the offeror agrees to not request such language in the resulting contract.
26. **Anti-Trust:** By entering into a contract the offeror conveys, sells, assigns, and transfers to the Town of Blacksburg all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Blacksburg under the contract.
27. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town of Blacksburg, after due written notice, may procure them from other sources and hold the offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Blacksburg may have.
28. **Valid Contract:** In order for any contract document entered into with the Town of Blacksburg to be valid, it must be executed by an authorized person, on behalf of the Town of Blacksburg, as defined in Chapter 2, Article III, Section 2-300(d) of the Code of the Town of Blacksburg, Virginia.
29. **Assignment:** Neither party shall assign the contract without the prior written consent of the other party. The contract shall bind the successors and assigns of the parties. Any Town contract shall be deemed made in Montgomery County, Virginia.
30. **Changes, Additions, Deletions:** No changes, additions, deletions or substitutions of specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges, or price will be permitted without the prior written approval from the Purchasing Office of the Town of Blacksburg.
31. **Applicable Laws And Courts:** Any Town contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the courts of Montgomery County. The offeror shall be responsible for compliance with all the laws of the Commonwealth of Virginia, all ordinances and regulations of the Town of Blacksburg and such other standards, codes, and regulations having application to the goods or services provided.

32. **Immigration Reform And Control Act Of 1986:** By signing this contract, the consultant certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens. The offeror does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

### III. SPECIAL TERMS AND CONDITIONS

1. **Liquidated Damages:** Liquidated damages will not be assessed for this project.
2. **Performance and Payment Security:** A performance or payment bond will not be required.

## IV. SCOPE OF SERVICES

### Overview:

Blacksburg is a university town with a population of 42,610 located in the mountains of southwest Virginia. Development pressures have been increasing and there have been ongoing conversations by Town Council, Planning Commission and the community about how best to accommodate growth. Blacksburg is also home to Virginia Tech, a world class land grant university in the state system with a current combined undergraduate and graduate enrollment of 29,673 (24,679 undergraduates) at the Blacksburg campus. The University is actively growing the undergraduate enrollment with a target of 30,000 and a combined enrollment of approximately 35,000 by 2022. Faculty and support staff are also expanding to meet the needs of increased enrollment. This will stimulate both housing and commercial/service needs. The planned growth of the University has accelerated the need for proactive planning for growth in the town.

A major update of the Town's comprehensive plan will begin in January 2017 and will be completed by Town staff. However, the volume and timing of the planning needs of this effort cannot all be accommodated in-house and thus outside assistance is being sought to provide analysis and recommendations on the specific issues listed below. Land use as well as issues related to impacts on infrastructure, connectivity and alternative transportation (transit, bike, pedestrian) need to be studied.

The Planning Commission and Town Council are familiar with contemporary planning concepts. A recent housing study also provided valuable information on unmet housing needs and current market demands affecting housing growth. The Town is looking to accommodate future growth primarily through redevelopment and infill with increased density. Integrating new forms of development into the existing fabric of the town and keeping the overall small-town character of the community will be the key to a successful growth strategy.

The Town is seeking assistance on specific tasks related to two primary topics; student housing growth and a re-evaluation of the downtown area. The tasks are outlined below.

### Specific Tasks:

#### **1. Student Housing Growth:**

a. In promoting redevelopment and in response to growing student housing market demands, the Town has reached out to owners of existing student housing complexes in areas of concentrated student-oriented housing (refer to Map for Task 1a). The idea of redeveloping older housing stock has been well received. Increased density will be needed to stimulate this redevelopment. Analysis and recommendations on maximum density levels with specific recommendation on development form and connectivity are needed to inform policymakers and the community on this critical issue (see also Task 1b). It is intended that increased density be used not only to meet housing goals but as also offered as an incentive for more green development.

*Desired deliverables: Policy recommendations and an illustrated guiding document detailing the parameters of the desired housing forms. This will serve as a document for staff, the Planning Commission and Town Council to review rezoning applications for student housing redevelopment.*

b. The level of redevelopment possible creates new opportunities for mobility including roadway reconfiguration, increased connectivity, creative use of right-of-way, and improved streetscape. The continued diversion of trips from vehicle trips to other mode shares and integration between mode shares is desired. A strong walking and biking culture exists within the Town and there is a desire to improve the experience for these travel modes. An overview of trip generation based on redevelopment density assumptions and impacts on selected roadway and intersection levels of service will be needed.

*Desired deliverables: Recommendations on alternative mode facility options and streetscape focusing on highly traveled routes to campus and downtown. Information on trip generation and mode shares to be included.*

## **2. Evaluation of the long term land use potential of the areas around the existing downtown:**

a. Downtown is currently a linear Main Street corridor configuration with residential abutting to the east and a mix of residential and institutional uses to the west between downtown and the university campus (refer to Map for Task 2a). The Town is interested in determining the best course for the future of these areas looking at existing conditions, more urban forms of residential development and potential expansion of the downtown to a multi-block depth. This area does contain the Town's local historic district. No policy decisions have been made on this issue as analysis is needed to determine the best options for the downtown and areas adjacent. The analysis should examine the pros/cons of land use changes and provides a viable plan for implementation.

*Desired deliverables: Analysis of opportunities and constraints impacting the areas on either side of Main Street with recommendations on land uses. Also desired is an illustrated guiding document outlining the parameters for the form of development based on the recommendations.*

b. A detailed evaluation and recommendations for the downtown subarea along Progress Street from Jackson Street to Turner Street (refer to Map for Task 2b). The area contains publicly owned and privately held properties with redevelopment being considered in the corridor. Desired is a master plan level of planning for Town owned property proposed for a parking garage. Complimentary uses, the form of development, opportunities for public space, interface with the adjacent neighborhood and impacts on the local historic district will be important factors in this evaluation. An adjacent full block privately owned parcel (currently occupied by Baptist Church) should be evaluated with key design elements that should be considered by representatives of the property owner as they engage the community in dialog on redevelopment of the site. The goal is to ensure a good fit into both the overall fabric of downtown and proposed development on Town owned property. Also recommendations are desired for the block in between the Town's Progress Street property and the Baptist Church site which is comprised of privately held and Town owned property.

*Desired deliverables: Master Plan for downtown subarea including recommendations for integration of proposed adjacent redevelopment.*

### **Skills:**

1. Ability to go beyond the conceptual ideas of density and infill to practical strategies that can be implemented and are geared to the challenges faced in a university town.
2. Understanding of market factors that will drive economically viable recommendations.
3. Strong ability to illustrate planning and design concepts.
4. Ability to effectively communicate and work with staff, Planning Commission, elected officials, residents, and the development community.
5. Experience in successful community consensus building.
6. Creative and effective public outreach efforts.
7. Ability to interface with Virginia Tech staff and understand Virginia Tech's ongoing expansion and master planning efforts.

### **Possible Future Work:**

Additional small area planning studies for key commercial areas outside the downtown and development of companion overlay zoning districts for implementation.

**Reference Documents:**

**Town of Blacksburg (www.blacksburg.gov)**

Comprehensive Plan

Downtown Housing Study

Economic Development Plan

Local Historic District Information

Prices Fork Mobility Study (ongoing)

**Virginia Tech (www.vt.edu)**

Future of Student Experience document

University parking and transportation plan update

Multi-Modal Transit Facility

The Town reserves the right to add relevant services to this contract as needed and when it is in the best interest of the Town. Likewise, services may be deleted from this contract at any time for any reason when it is in the best interest of the Town. Availability of funding will affect the addition and deletion of services.

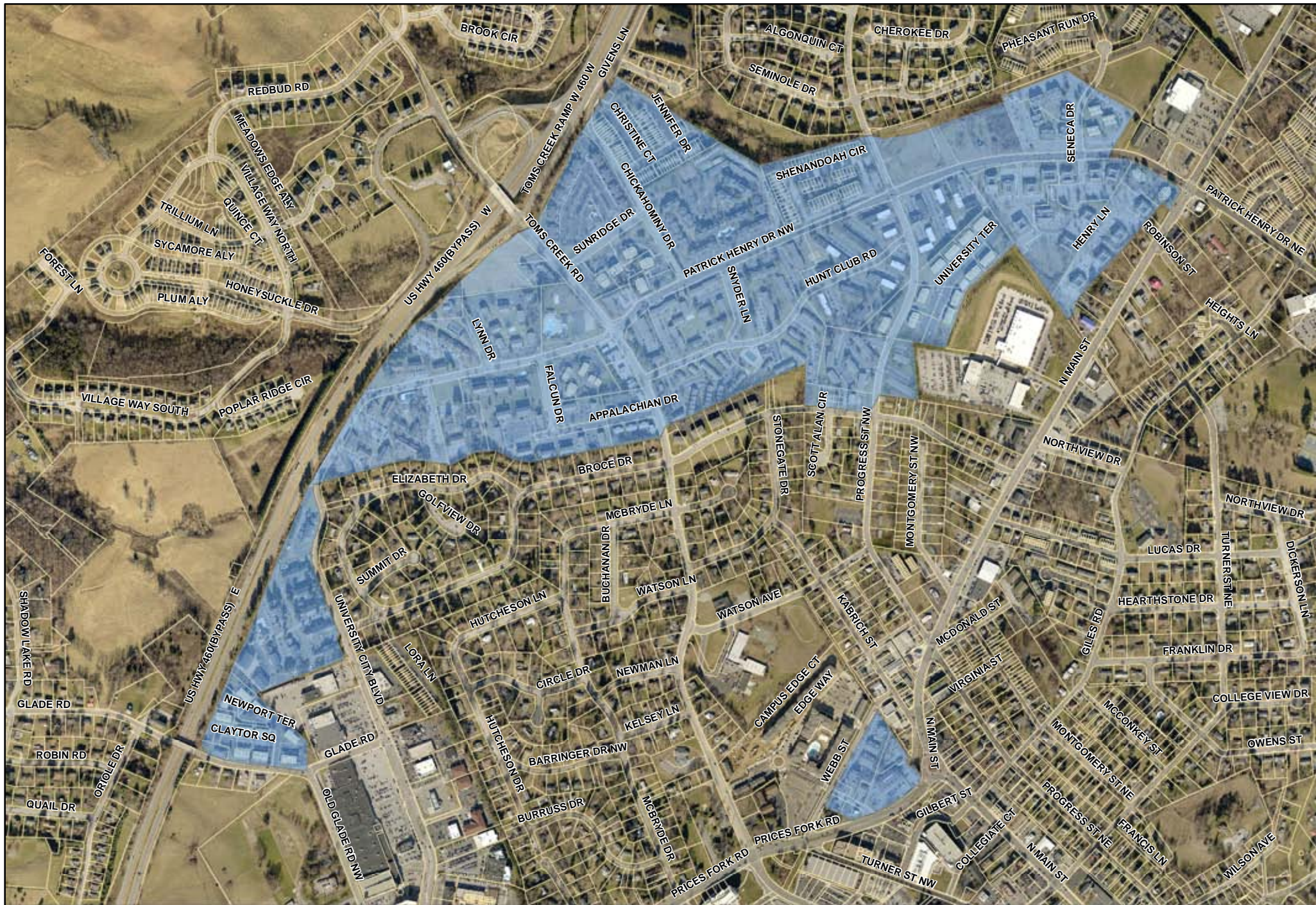
**Proposals shall be limited to 20 numbered pages and include:**

1. Signature page and any addenda, signed and completed as required.
2. A brief history of your company.
3. References to include names and contact information for whom you have provided similar services.
4. Detailed experience in providing the required services on similar type projects.
5. Describe your approach and work plan to provide this service to the Town and how you will fulfill the Town's requirements, including when you can begin work.
6. Staff to be assigned to this project and their experience and qualifications with similar type projects.

**Proposals shall be evaluated on the following criteria and weights:**

1. Experience and expertise of the firm and project team. (25%)
2. Proposed study approach and process. (25%)
3. Similar completed studies with public agencies. (20%)
4. Proposed schedule. (15%)
5. Cost (15%)

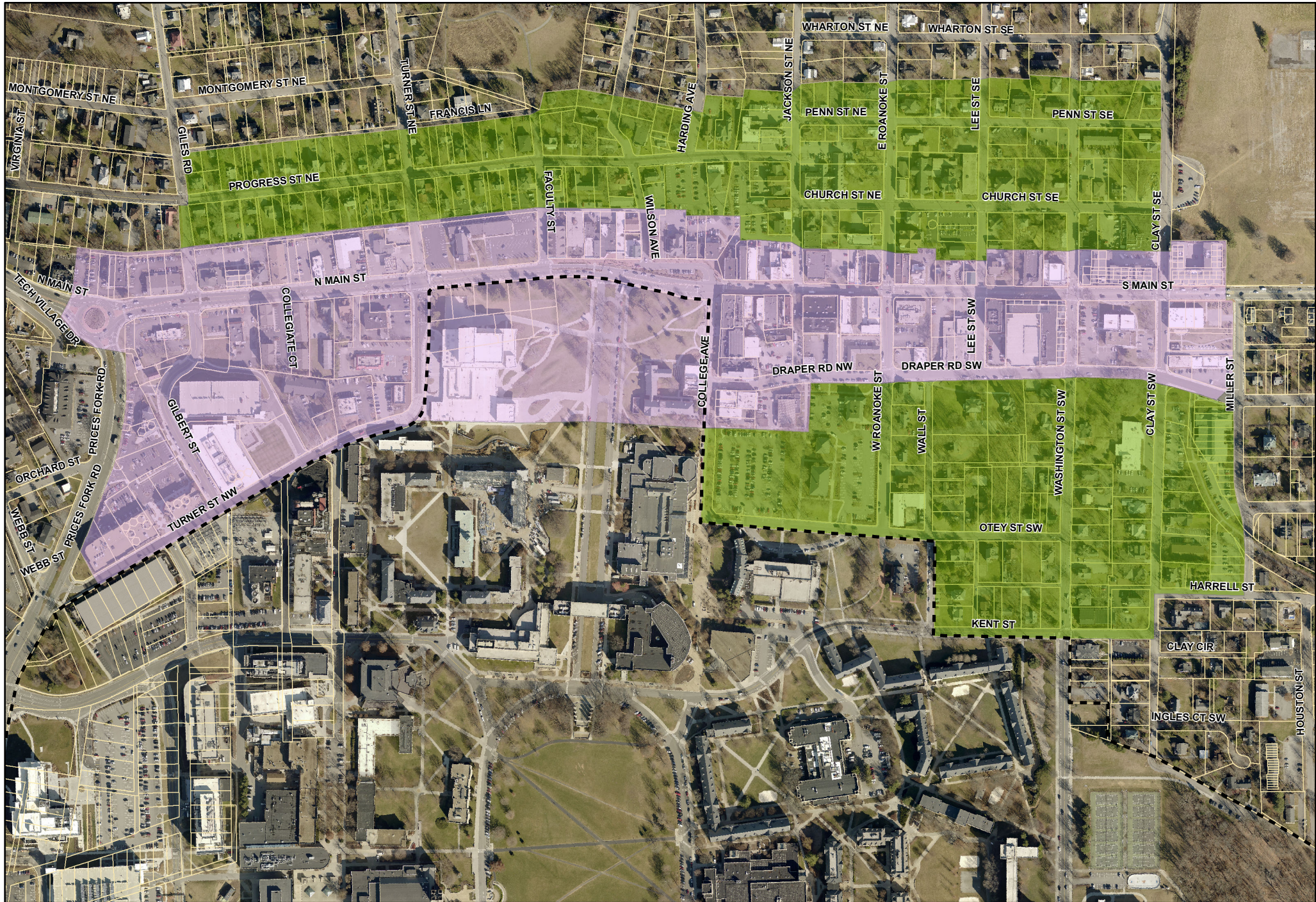




Town of Blacksburg RFP/Tasks 1a and 1b  
Potential Student Housing  
Redevelopment Area



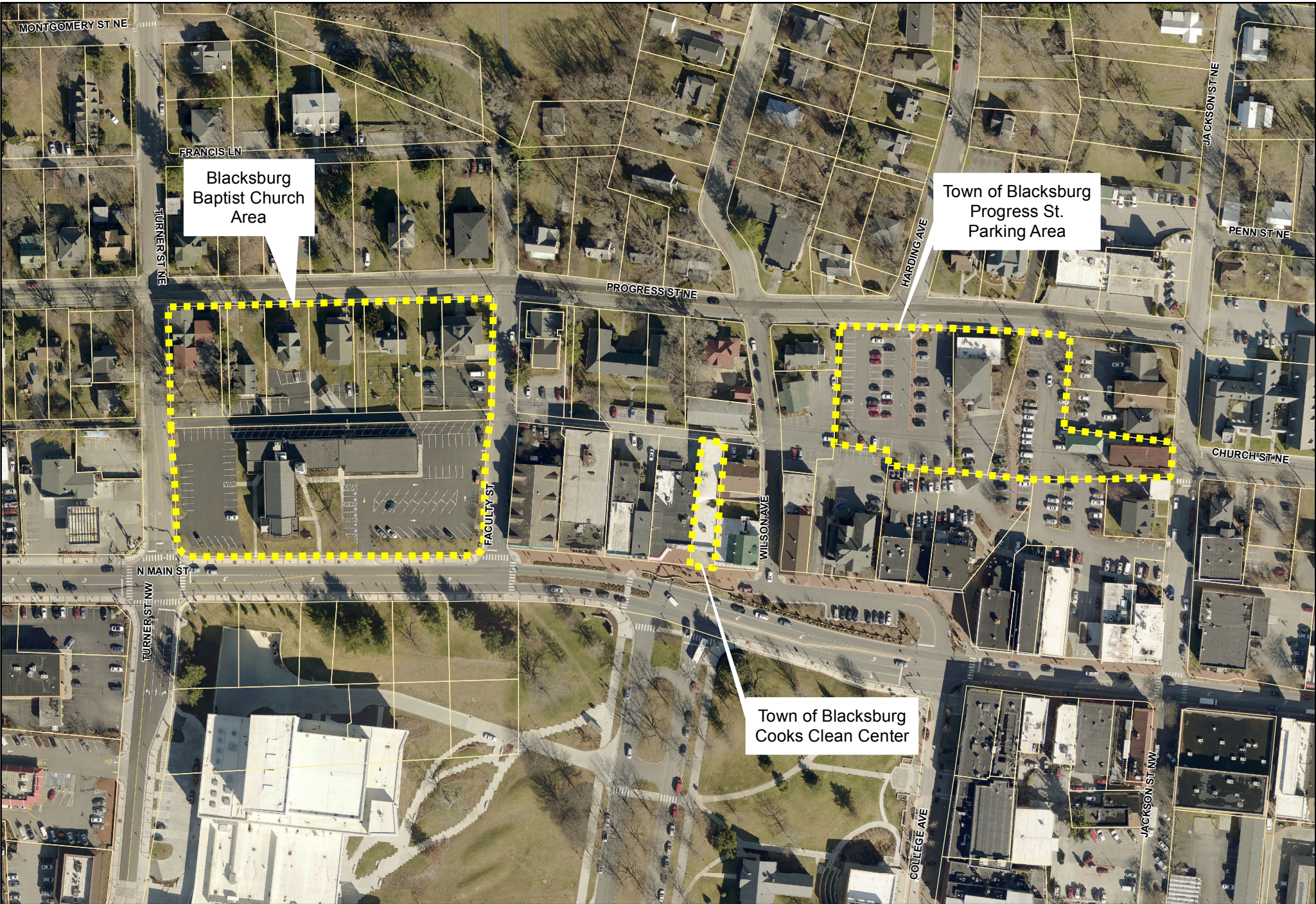




- Downtown Commercial Zoning
- Adjacent Residential Zoning
- Virginia Tech Campus

## Town of Blacksburg RFP/Task 2a Evaluation of Downtown and Adjacent Areas





Blacksburg Baptist Church Area

Town of Blacksburg Progress St. Parking Area

Town of Blacksburg Cooks Clean Center

# Town of Blacksburg RFP/Task 2b Town Property Master Plan





**TOWN OF BLACKSBURG, VIRGINIA**  
**SAMPLE CONTRACT BETWEEN OWNER AND CONTRACTOR**  
Number \_\_\_\_\_

This Contract, dated this (date) of (month), 2016 between the Town of Blacksburg, Virginia, a Municipal Corporation (“Owner”) and \_\_\_\_\_, a (state of incorporation) Corporation (“Contractor”), is binding among and between these parties.

**RECITALS**

1. The legal address for the Owner and for the Contractor and the addresses for delivery of notices and other project documents are as follows:

Owner: Town of Blacksburg, Virginia  
Attn:  
Address: 300 South Main Street  
City, State, Zip: Blacksburg, Virginia 24060  
Telephone: Fax:

Contractor:  
Attn:  
Address:  
City, State, Zip:  
Telephone: Fax:  
SCC#:  
E-mail:

2. The Project is identified as:

Project Code –  
General Project Description:

**THEREFORE**, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

**3. STATEMENT OF SERVICES:**

**4. CONTRACT DOCUMENTS:** This contract shall consist of the following:

- this Contract between Owner and Contractor;
- the proposal submitted by the Contractor;
- the Owner’s Request for Proposal;
- the Owner’s Terms and Conditions

All of these documents are incorporated herein by reference.

**4. TIME FOR COMPLETION:** The service shall begin \_\_\_\_\_ and be completed \_\_\_\_\_.

5. **COMPENSATION TO BE PAID TO THE CONTRACTOR:** The Owner agrees to pay and the contractor agrees to accept as just and adequate compensation for the performance of the service in accordance with the contract documents, the sum of \_\_\_\_\_.
6. **PAYMENTS:** Payment shall be on a monthly basis, Net 30 days. Interest on payments due the contractor shall accrue at the rate of one percent per month. §2.2-4354 of the Code of Virginia.
7. **CONTRACTUAL CLAIMS:** Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in Section 16-506 of the Code of the Town of Blacksburg, Virginia.
8. **NON-DISCRIMINATION AND DRUG FREE WORKPLACE:** Sections §2.2-4311 and 4312 of the Code of Virginia apply to this contract.
9. **APPLICABLE LAWS AND COURTS:** Any Town contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the court of appropriate jurisdiction in Montgomery County, Virginia. The contractor shall be responsible for compliance with all the laws of the Commonwealth of Virginia, all ordinances and regulations of the Town of Blacksburg and such other standards, codes, and regulations having application to the goods or services provided.
10. **NON-APPROPRIATION:** Should funding not be available for subsequent years and this purchase is of a term contract nature, then any contract entered by the Town shall be declared null and void at the end of the then current fiscal year.
11. **MODIFICATION OR AMENDMENT:** No amendment, change or modification of this contract shall be valid unless in writing signed by the parties hereto.
12. **ENTIRE UNDERSTANDING:** This document and any exhibit attached or documents incorporated by reference constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

IN WITNESS WHEREOF, the parties hereto on the day and year written below have executed this agreement in two (2) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed on original thereof.

**For the CONTRACTOR:**

**For the OWNER:**

By: \_\_\_\_\_  
(signature in ink) (date)

By: \_\_\_\_\_  
(signature in ink) (date)

\_\_\_\_\_  
(typed name)

\_\_\_\_\_  
(typed name)

\_\_\_\_\_  
(typed title)

\_\_\_\_\_  
(typed title)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

COMMONWEALTH OF VIRGINIA

COUNTY OF MONTGOMERY

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of the Town of Blacksburg, Virginia, a Virginia municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_