



REQUEST FOR PROPOSAL (RFP)

Date: June 15, 2021

RFP NUMBER: 0723-21-TENG

RFP SUBJECT: **Transportation Planning and Engineering Services**

PROPOSALS TO BE **ELECTRONICALLY SUBMITTED ONLY** TO:

(See Attachment B for Proposal Submission Requirements) jwise@fallschurchva.gov;
with copy to kbattle@fallschurchva.gov

ELECTRONIC PROPOSALS (NO COST PROPOSAL WITH INITIAL SUBMISSION)

DUE DATE AND TIME: Friday, July 23, 2021 by no later than 11:00 AM prevailing local time.

All inquiries and questions should be made in writing and forwarded to James R. Wise, Purchasing Agent, via email to jwise@fallschurchva.gov with copy to kbattle@fallschurchva.gov by no later than **five (5) business days** prior to the RFP due date (COB Friday June 15, 2021 by 11:00 AM)

MANDATORY VIRTUAL PRE-PROPOSAL MEETING: Thursday, July 8, 2021 (See Page 6 for details)

CONTACT PURCHASING AGENT: JIM WISE FOR MEETING INVITATION: jwise@fallschurchva.gov

THIS PAGE AND ALL REQUIRED FORMS MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

In compliance with this Request For Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal.

Please type or legibly print all information.

LEGAL NAME & ADDRESS OF FIRM:

Company's Legal Name By: _____
Authorized Representative - Signature in Ink

Street Address (not PO Box) Name: _____

Title: _____

Zip: _____ Date _____

Phone: _____ Email: _____

FAX: _____ VA SCC Business Registration # _____
See Attachment D Proof of Authority to Transact Business In VA

Does the proposal package contain priority/confidential information? No Yes
If Yes, is it appropriately redacted and submitted as a separate secure/password protected PDF version of the proposal package?
 No Yes

The City of Falls Church is committed to the letter and spirit of the Americans with Disabilities Act. To request a reasonable accommodation for any type of disability or that this document be made available in an alternate format, call 703 248-5007, (TTY 711). The City of Falls Church does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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Transportation Planning & Engineering Services

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ADDITIONAL ATTACHMENTS:

Please download the following RFP Attachments separately:

ATTACHMENT A - Scope of Work & Requirements

- I. Background & Purpose
- II. Scope of Work
- III. Proposal Submittal Guidelines
- IV. Delivery of Proposals
- V. Criteria for Proposal Evaluation

ATTACHMENT B - Forms

The forms contained in Attachment B must be completed and submitted with all Proposal Packages, specifically in Section 11:

- C1 - Authority to Transact Business in Virginia
- C2 - Company Information
- C3 - DBE/SWaM Firm Information
- Certification Regarding Debarment (for Prime Consultant)
- Certification Regarding Debarment (for all Subconsultants)

ATTACHMENT C - City Of Falls Church Standard Terms & Conditions

ATTACHMENT D - VDOT Mandatory Federal-Aid Professional Services RFP Provisions

ATTACHMENT E - VDOT Mandatory Federal-Aid Professional Services MOA Provisions

I. SUBJECT

The City of Falls Church (“City”) is soliciting proposals from qualified firms to provide professional services for Transportation Planning and Engineering as is further described herein. Proposals are sought in two separate service categories:

- Group 1 – Basic Transportation Engineering Services
- Group 2 – Comprehensive Transportation Engineering Services

Offerors shall submit one proposal, in either of the above categories. The City intends to make multiple awards within each group for these professional services. The resultant contracts will be “Task Order Agreements,” under which task orders will be issued, on an as-needed basis.

See Attachment A for Scope and Requirements, as well as Proposal Submittal Guidelines and Evaluation Criteria.

II. HEALTH AND SAFETY COMPLIANCE

All Contractors and Subcontractors working for the City are required to comply with current health and safety protocols as established by the Commonwealth of Virginia and the U. S. Centers for Disease Control and Prevention (CDC).

III. GENERAL

- A. The term “Consultant” in this solicitation shall be understood as synonymous with the term “Contractor.” The term “Subconsultant” shall likewise be understood as synonymous with “Subcontractor” and shall include firms and/or persons either directly or indirectly employed by Consultant, partners identified in the proposal, and/or others furnished by or acting at Consultant’s direction or on Consultant’s behalf under the contract.
- B. ACCESS TO RFP UPDATES: This RFP and any addenda are available on the City of Falls Church’s website: www.fallschurchva.gov/Bids. This solicitation and any associated addenda, or notices thereof, may also be published through eVA, the Commonwealth of Virginia’s electronic procurement portal for registered suppliers (www.eva.virginia.gov).
- C. Offerors should note that changes to the RFP, in the form of addenda, are often issued between the issue date and within three (3) days before the closing of the RFP. **Offerors are solely responsible for checking the City of Falls Church’s Website to ensure that they have the most current information regarding the RFP.**

Please note that Offerors may sign up to receive emails or text messages when solicitations are posted and updated on the City’s website. To take advantage of this feature, interested parties may go to www.fallschurchva.gov/Bids and sign up for notifications.

All addenda must be signed and submitted with your proposal.

- D. All questions pertaining to this solicitation must be emailed and received by no later than five (5) business days prior to the RFP closing date. All questions shall be directed via email only to:

Jim Wise, Purchasing Agent

jwise@fallschurchva.gov

Phone: 703.248.5007 (TTY 711)

with a copy to kbattle@fallschurchva.gov

Inquiries received by the Purchasing Agent less than five (5) business days before the date set for the opening of proposals will not be given consideration. Any material question or interpretation of a specification or requirement, as determined by the Purchasing Agent, will be expressed in the form of an addendum which will be posted on the City’s website (www.fallschurchva.gov/Bids) no later than three (3) days before the date set for receipt of proposals. If utilized for the initial RFP release, addenda, or notices thereof, will also be

published through eVA (the Commonwealth of Virginia's e-procurement portal for registered suppliers).

Oral answers will not be authoritative.

- E. The City is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the City.
- F. ACCEPTANCE OF PROPOSALS - BINDING 180 DAYS: All proposals submitted shall be binding for a one hundred and eighty (180) calendar days following solicitation opening date, unless extended by mutual consent of all parties. There will be no public Proposal opening.
- G. CONTACT RESTRICTED - No Offeror shall initiate or otherwise have contact with any City representative or employee, other than the Purchasing Agent or Purchasing Agent's designee concerning or related to this RFP, after the date of this solicitation's release and before award or cancellation of this RFP except with the foreknowledge and permission of the Purchasing Agent or his/her representative. Any contact in contradiction to this requirement is prohibited and may cause the disqualification of the Offeror from this procurement process.
- H. INFORMATION RESTRICTED – All requests to or from an Offeror, potential Offeror or other third party regarding information about this Solicitation, including its interpretation, progress, negotiations and/or award status should be referred directly to the City's Purchasing Agent or designee. Failure to comply with this requirement may be cause for an Offeror's disqualification. This restriction does not apply to reasonable and necessary communications with existing or potential subcontractors or partners for the sole purpose of an Offeror's proposal development and/or proposal update under this Solicitation.
- I. This solicitation is being conducted in accordance with the guidelines of the Competitive Negotiation (Professional Services) method of contractor selection per the Virginia Public Procurement Act (VPPA) which is incorporated herein by reference. Professional Services is defined in the VPPA as work performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering.

IV. COMPETITION INTENDED

- A. It is the City of Falls Church's intent that this Request for Proposals (RFP) permits competition. It shall be the Offeror's responsibility to advise the City's 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 fifteen (15) days prior to the date set for acceptance of proposals. Any such notification shall be sent to the City's Purchasing Agent's email address: jwise@fallschurchva.gov with a copy to kbattle@fallschurchva.gov. Confirmation of email receipt shall be the responsibility of the notifying Offeror.
- B. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All qualified Offerors are encouraged to submit proposals.

V. ELIGIBILITY

- A. The following are minimum requirements for proposal submission:
 1. The Offeror must submit its Virginia State Corporation Commission ("SCC") registration number or justification for exemption. See Section below entitled "Proof of Authority to Transact Business in Virginia".

2. The Offeror must be currently licensed in accordance with any specific requirements of this solicitation and the Code of Virginia (Architect, Licensed Engineer, Contractor's license, etc.).

It is the Offeror's sole responsibility to have knowledge of the applicable licenses(s), if any, associated with this solicitation's scope of work. Any applicable license shall be maintained during the term of any resultant contract.

- B. Any person or firm, or agent of any person or firm, currently suspended or debarred from participation in City procurement, conducting business or submitting bids or proposals on contracts by any other local government or agency of the Commonwealth of Virginia, or the Federal Government is not eligible for contract award under this solicitation.
- C. Any current debarment (Federal, state or local jurisdiction) must be disclosed on the Company Information Form attached to this solicitation.

VI. PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

- A. A firm 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 the identification number issued to it by the Virginia State Corporation Commission (SCC).
- B. The Offeror's SCC ID number shall be provided in Attachment C "Proof of Authority to Transact Business in Virginia Form." The VA SCC Business Registration number is not the same as a Tax ID number.

VII. RIGHTS OF THE CITY

- A. Among the indisputable rights of the City specified herein, the City, at its sole discretion may:
 1. Cancel, withdraw or re-advertise this RFP; accept or reject all or any part of proposals; and/or waive minor technicalities/informalities.
 2. Award a contract to multiple vendors by individual items, in the aggregate, or in combination thereof whenever any such actions are in the best interest of the City.
 3. Issue RFPs for similar work and other projects as the need may occur; issue Purchase Orders and/or expand or otherwise modify existing Purchase Orders for work similar to that being proposed hereunder, in consideration of the City's knowledge and/or evaluation of each Contractor's qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of the City.
 4. Add, delete or change services, locations, requirements, frequency of service, or other factors related to the products and/or work under contract dependent upon requirements that may develop during the contract period and cannot guarantee the amount of work or predict future funding for any resultant contract.
 5. Use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- B. This is a Request for Proposals and is in no way to be misconstrued as a commitment to purchase on the part of the City.

VIII. MANDATORY PRE-PROPOSAL MEETING (VIRTUAL)

A **mandatory** Virtual Pre-Proposal Meeting will be held as follows:

Thursday, July 8, 2021 @ 10:00 AM

Microsoft Teams invite info

Email to register: James R. Wise, Purchasing Agent

jwise@fallschurchva.gov

with copy to tthomas@fallschurchva.gov **by July 7, 2021 by 11:00 AM**

The purpose of the Pre-Proposal meeting is to allow Offerors an opportunity to present questions and obtain clarification relative to any facet of this RFP

Answers provided during the Pre-Proposal Meeting are for informative purposes only. Authoritative answers will be provided in a written Addendum to the solicitation that will be issued after the Pre-proposal meeting. Any substantive changes to the RFP resulting from this meeting will be included in the written Addendum. Please have a copy of this RFP available while attending the Teams meeting.

IX. SCOPE OF WORK & REQUIREMENTS

See Attachment A.

X. PROPOSAL SUBMITTAL GUIDELINES & EVALUATION CRITERIA

See Attachment A.

XI. CONTRACT TERM & RENEWAL OPTIONS

A. If a contract is awarded, it shall cover the target period from date of award for a 12-month initial term or as otherwise provided in a resultant contract. The City reserves the right to renew the contract upon the same pricing, terms, and conditions at the expiration of its initial term for four (4) additional, successive one-year periods, contingent upon availability of funds for the purpose and the needs of the City. Contract renewals must be authorized by the City's Purchasing Agent or designee. Automatic contract renewals are prohibited.

B. Notice of intent to renew may be given to the Contractor in writing by the City, normally sixty (60) days before the expiration date of the current contract. Failure to give such notice will not constitute a breach of this contract. This notice will not be deemed to commit the City of Falls Church to a contract renewal.

Contractor shall notify the City, in writing, at least ninety (90) days prior to the then current contract period expiration if Contractor intends not to extend the contract term.

C. The City may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract. Awarded contract(s) shall cover the target period through completion of all requirements and acceptance of all deliverables under all Purchase Orders and/or Task Orders.

D. NON-APPROPRIATION OF FUNDS - All funds for payments by the City for goods/services under contract are subject to the availability of general or specific annual appropriation for this purpose by the City of Falls Church City Council, as applicable. In the event of non-appropriation of funds by the City Council for the goods/services provided under contract, the City will terminate the contract, without termination charge to the City, on June 30th of the then current fiscal year or when the appropriation made for the then current year for the goods/services covered by the contract is spent, whichever event occurs first.

XII. MULTIPLE AWARDS

The City intends to award contracts to more than one qualified firm, and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal, if it is in the best interest of the City to do so. Each multiple award contract will be negotiated and awarded sequentially following the same procedures set forth in the VPPA.

XIII. TASK ORDER CONTRACTS

A. General

The Contracts awarded pursuant to this solicitation will allow the City to utilize "on-call contracts" for professional transportation engineering services. Services shall be provided by the Contractor on an as-needed basis, as requested by the City. The sum of all Task

Orders/projects performed in one contract term and the cumulative total project fees for the contract shall not exceed the applicable thresholds per the current *Virginia Public Procurement Act*.

B. Task Order Proposals

1. The City will typically request that the Contractor to provide a Task Order (TO) Proposal for a specific task, to include an estimate of hours to perform the work based upon fixed hourly rates per position classification. Each TO Proposal shall contain a narrative describing the scope of work to be performed; the Contractor's costs separated by task; estimated hours to be performed by each position classification; detailed subcontractor costs; estimated time for completion (schedule); Quality Control Plan (with task-specific amendments as necessary); and other details as may be required by the City. The TO Proposal shall identify qualified staff who will personally perform the requested services and who will provide Quality Assurance/Quality Control.
2. TO Proposals shall be prepared at no additional cost to the City; the City may request revisions to the proposal.
3. After review and acceptance of a TO Proposal, the City will issue a Purchase Order to perform the work and will notify the Contractor of acceptance. When the Contractor is approaching the dollar amount of the Purchase Order and if additional work appears to be necessary, the Contractor shall immediately notify the City. Some Tasks may be completed more quickly and at a lower cost than estimated, while others may require additional scope and budget, subject to City approval. In all cases, the Contractor shall strive to complete each task in the most cost-effective manner.
4. DBE Requirements

For Tasks which will be funded through VDOT-administered federal grants, the Contractor shall submit VDOT forms C-111 and C-112 along with its TO proposal. Once the task has been approved and a Purchase Order issued, DBE reporting shall be submitted as required.

VDOT has established an overall DBE goal of 12% for such tasks, but this goal may be reached *in the aggregate* during each contract term.

C. Task Order Invoicing

1. The Contractor shall invoice the City monthly with at least the following level of detail for each Task:
 - Name and address of the Firm;
 - Date(s) services provided;
 - Description of services provided;
 - Labor categories used (position classification) and applicable approved rates;
 - Number of hours by labor classification charged;
 - City Purchase Order (PO) number;
 - Contract Task number;
 - Subcontracted services, if applicable:
 - List of subcontractor services;
 - Amount or percentage of subcontractor markup, if allowable per contract;
 - Copy of paid invoices to approved subcontractor shall be submitted with invoice;
 - Direct Costs (e.g. mileage, copying, etc.), as applicable:
 - Itemization of costs;
 - Current approved rate per contract;
 - Documentation of direct costs shall be copy of Contractor's paid invoice, as applicable.

- Final invoices shall be marked as such, submitted only after delivery and acceptance of all required deliverables.
2. The City may require additional detailed time records, documentation for other expenses, and other supporting documentation for billing requests. Percentage of task completion is not an acceptable method of invoicing for professional service contract tasks. The City will pay its Contractors based upon the completion, acceptance and approval of the services provided and as presented on detailed invoices.

XIV. COST PROPOSALS

- A. The City IS NOT requesting Cost Proposals with the initial Proposal Package. Short-listed firms will be specifically requested to submit non-binding and/or binding rates, fees, and/or project costs at the applicable time during the evaluation and award process. See Attachment B for additional details.
- B. **NO RATES, FEES, PRICES OR ANY OTHER COSTS ARE TO BE PROVIDED WITH THE INITIAL PROPOSAL PACKAGE.**
- C. Following the final ranking of short-listed firms and prior to contract negotiations, the City will request from the top ranked Offerors proposed rates, fees, subconsultant rates and other applicable price/cost considerations to be used in performing work in accordance with this RFP. When so requested by the City, Offerors shall submit detailed cost proposals, to include all Subconsultant rates and fees. Proposals shall contain a breakdown of all costs and supporting documentation, to include the following items, at minimum (subject to VDOT ACO requirements and directives):

Direct Labor Costs:

- Proposed average hourly rates per position classification, supported by actual payroll registers for each employee proposed.
- Principals, partners, executives, etc. are considered administrative, whose costs should be included in the overheads. If a principal, etc. chooses to perform technical services, he/she may bill at the comparable rate to the technical activity or function being performed.

Direct Costs

- Provide sufficient information to support the basis for the costs contained, along with a certification that the costs were proposed in a manner consistent with the requirements of the consultant's accounting system, specifically stating that costs proposed as direct expenses are not included in their overhead.
- Allowable lodging and meal and incidental expense rates to be used should not exceed what is allowed in the VDOT Travel Policy. Consultant travel reimbursement is limited to the rates stipulated in the VDOT Travel Policy.
- The acquisition of any individual item or service costing more than \$5,000, but no more than \$50,000, shall be supported by at least four (4) written quotes from DMBE-certified small businesses, if available.
- Consultants (geotechnical, aerial photography, testing labs, etc. which normally work on a unit price basis probably cannot provide support for their unit prices; however, a copy of their standard fee schedule should be provided with a statement that the fees contained thereon are normal fees for such services.
- In-house rates for such items as photocopies and mileage should be reasonable, based upon actual costs.

Subconsultant Costs

- Prime consultant administrative mark-ups on costs for the managing of sub-consultants, in addition to the overhead, labor, and fixed fee are not allowed.

Rate Escalation

- A calculation showing how the escalation was derived with the breakdown of escalation amount per year of contract performance. Escalation is limited to 0.5% in the first year of the contract and 1% for all subsequent years.

Payroll Burden & Overhead Rates

- Audited in accordance with the FAR. Rates should be for a period not older than eighteen (18) months. The firm's most recent FAR Report must be submitted.
- The consultant and all sub-consultants must comply with the FAR audit rate requirement within ten (10) work days of being notified of selection.
- The overhead audit shall be performed by an independent CPA firm or cognizant government agency.
- The audit shall be subject to review and approval by the ACO.
- If the proposed services require the establishment of a field office, a separate audited field overhead rate must be submitted. If no audited field overhead rate is available, an overhead rate of 75% will be allowed.

D. The City reserves the right to request additional information related to cost proposals.

XV. VDOT ASSURANCE AND COMPLIANCE OFFICE (ACO) REVIEW

At the end of negotiations, the following must be provided for review by VDOT Assurance and Compliance Office:

- Fee Proposal – this must contain sufficient information to support the basis for the costs contained in it and must contain a certification that the costs were proposed in a manner consistent with the requirements of the consultant's accounting system, specifically stating that costs proposed as direct expenses are not included in their overhead.
- Consultant direct labor costs
- Consultant indirect (overhead) costs
- Non-salary (other) direct costs
- Most recent FAR Audit
- Certification regarding debarment or suspension by any federal department or agency; for primary and sub consultants
- Insurance Certifications

XVI. RATES & RATE ADJUSTMENTS

- A. **No rates or fee schedules are to be provided with initial proposal submittal.** Short-listed firms will be specifically requested to submit non-binding and/or binding rates,
- B. All Contract rates, fees and pricing will remain fixed through the initial contract term or 365 days, whichever is later.
- C. Following the initial term, the Contractor may request, in writing, an increase in unit prices once every 365 days to coincide with the contract anniversary. No accumulated price increases shall be allowed
- D. The Contractor shall provide the City prior written notice of any potential increases at least sixty (60) days prior to the proposed effective date of such increase. The request for a change in the unit price shall include as a minimum, the cause for the adjustment and the proposed effective date, and; the amount of the change requested.
- E. Any price increases shall be no greater than the percentage change of the CPI-U for the Washington-Baltimore area using Table 4 *Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index*; Washington-Baltimore, DC-MD-VA-WV area as listed for the most recent twelve month period on the U.S. Department of Labor's Bureau of Labor Statistics website or five percent (5%), whichever is lower.

- F. Escalation rates for Tasks funded through VDOT either directly or as a pass-through agency are subject to the VDOT-approved escalation rate for professional services contracts.**
- G. All increases must be reviewed and approved by the City's Purchasing Agent. Any price adjustment agreed to shall take place only in accordance with the schedule defined above as documented in a contract amendment.
- H. Any orders placed prior to the proposed effective date of the increase shall not be subject to such increase.
- I. Rates specified by the Offeror shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site.
- J. Price reductions may be initiated by the Offeror at any time and shall be effective immediately.

XVII. PROMPT PAYMENT DISCOUNT

- A. Unless otherwise specified herein, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a proposal for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- B. In connection with any discount offered, time will be computed from the date an undisputed invoice is received by the City. In the event the Offeror does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.
- C. For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the City check or issuance of an Electronic Funds Transfer, if applicable.

XVIII. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:

- A. Unless otherwise specified, the potential tasks identified in this RFP are for information to the Offeror and for proposal evaluation purposes only. They do not necessarily indicate the actual tasks that will be ordered since such tasks will depend upon City requirements that develop during the contract period.
- B. Tasks or quantities described in this RFP shall not be construed to represent any amount of services of which the City shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to perform all services which may be ordered under the contract.
- C. The City reserves the right to expand or delete services as necessary and cannot guarantee the amount of work or predict funding for planned projects.
- D. No proposal will be considered which stipulates that the City shall guarantee to order a specific service, task or quantity thereof.

XIX. SUBCONSULTANTS

- A. In the event that the Offeror desires to subcontract some part of the work specified in this solicitation, the Offeror shall furnish the City the names, qualifications, and experience of the proposed subcontractors and the percentage of the work under any resultant contract to be performed by each with the proposal. In addition, if during the course of the contract, the Offeror wishes to use a subcontractor(s) other than the firms identified in its original proposal, advance written notice and approval of the City shall be required. In some instances, state or federal agency approval of additional Subcontractor(s) shall be required. The City reserves the right to reasonably reject the Contractor's selection of subcontractors.
- B. The Offeror shall provide services as the Prime Contractor under any resultant contract and all subcontractors shall be responsible to the Prime Contractor.
- C. The Contractor shall be and remain fully liable and responsible for directing and supervising their subcontractors, all payment to, and their subcontractor's performance (including acts

and omissions) under the contract. The contractor shall be liable and responsible for their subcontractor's compliance with all requirements of the contract including but not limited to: insurance, federal, local and state laws, regulations, orders and other legal requirements that are directly or indirectly related to the performance under the contract, including procurement of required permits, certificates, licenses, insurance, approvals, and/or inspections.

- D. The Contractor shall not enter into any contract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government, the Commonwealth of Virginia or other state where the contract is to be performed.
- E. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- F. Nothing contained in this solicitation or any resultant contract shall create any contractual relationship between any subcontractor and the City.
- G. When so requested by the City, the Contractor shall provide a copy of its contract with a specific subcontractor. For tasks supported by federal funds, the Contractor shall be responsible for ensuring that the subcontracts complies with federal contract requirements as applicable.

XX. TRADE SECRETS OR PROPRIETARY INFORMATION

- A. Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposals shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia) for consideration and acceptance by the City as trade secrets or proprietary information.
- B. If the proposal contains any proprietary or trade secret material, such notice must be attached as the **first page of the proposal and clearly identify the material/information** by some distinct method such as highlighting/underlining or submitted in a separate and clearly labeled section. In addition, the Offeror must (i) indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information and (ii) clearly state the justifiable reason why protection is necessary.
- C. **Classification of an entire proposal document and/or prices (line item or totals) as proprietary or trade secret is NOT ACCEPTABLE and may result in REJECTION of the proposal.**

XXI. DEBARMENT STATUS

By submitting a proposal, the Offeror (including any partner, associate, or subcontractor associated with the provision of good/services under this solicitation) certifies that they are not (1) currently debarred from conducting business or submitting bids/proposals or on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; (2) an agent of any person or entity that is currently debarred from conducting business or submitting bids/proposals on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; or (3) suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. For procurements that are to be funded by Federal monies, the City will confirm a vendor's status via the U.S. Government's System for Award Management (SAM) available at www.sam.gov.

XXII. AMBIGUITY, CONFLICT OR OTHER ERRORS IN THE RFP

- A. If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the City of such error in writing and request modification or clarification of the document. The City will make modifications to material issues by issuing a written revision and will give written notice via addendum posted on the City's website (www.fallschurchva.gov/Bids) and eVA, the Commonwealth of Virginia's electronic procurement portal for registered suppliers (www.eva.virginia.gov).
- B. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal.

XXIII. CONTRACT DOCUMENTS

- A. The City is not required to debrief Offerors or furnish a statement of the reasons why a particular proposal was not deemed the most advantageous.
- B. The award document will be a contract incorporating by reference (unless required to be physically attached to the contract, e.g. FWHA 1273) all the requirements, terms, and conditions of the solicitation and the Offeror's proposal as negotiated.
- A. Other documents which shall become a part of any resultant contract include but are not limited to:
 - 1. Offeror's Proposal and any modifications accepted by the City;
 - 2. Proposal clarifications; responses to questions/issues;
 - 3. Documents submitted in conjunction with oral discussions/presentations; and
 - 4. Memoranda of Negotiations including cost proposal.
- C. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the City, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be initially submitted with the most complete and favorable terms from a technical standpoint which Offerors are capable of submitting to the City. Should proposals require additional clarification and/or supplementary information, Offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.
- D. EXCEPTIONS - This solicitation contains terms and conditions the City favors and intends to use in any resultant contract. The City reserves the right to negotiate any and all terms, conditions, prices and/or exceptions as may be in its best interest.
- E. There is no binding agreement, no contractual relationship, no understanding nor mutual assent until a contract is signed, executed and exchanged by and between the Offeror and the City, or Purchase Order is issued and accepted.
- F. The contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The contract may be amended or modified only by written modification.

XXIV. EVALUATION & SELECTION PROCESS OVERVIEW

- A. The City's procurement, evaluation and selection process for professional services shall comply with the Virginia Public Procurement Act (VPPA), Section 2.2-4302 Process for competitive negotiation.
- B. Using the criteria specified in this RFP, each proposal will be individually scored by City Selection Committee ("Committee") team members. The Committee will then meet and finalize a combined ranking of all proposals. Identifying a minimum of three consultants for further evaluation and presentations (the "short list"). The short-listed firms will be notified in writing and advised of the schedule for interviews and/or presentations; detailed cost proposals and additional documentation will be requested by the City Purchasing Agent.

- C. After interview/presentations are completed, the Committee will meet to discuss and determine the ranking order (“Final Ranking”). Notifications will be sent to all short-listed firms and posted publicly.
- D. The City’s Purchasing Agent will contact the top-ranked offeror and begin negotiations. The purpose of the negotiations is to agree upon a contract and rates which are reasonably acceptable to all parties. Only one consultant may be negotiated with at any one time. If a mutually agreeable contract cannot be finalized with the top-ranked firm, then negotiations with that firm will be formally terminated and negotiations with the second-ranked offeror will begin as required by the VPPA.
- E. **Prior to contract awards, VDOT’s Assurance and Compliance Office (ACO) will conduct pre-award evaluations.** Each consultant firm is required to submit a Federal Acquisition Regulations (FAR) audit, meeting the requirements of Part 31 of Title 48 of the Code of Federal Regulations. Pre-award evaluation will consist of a review of the offeror’s financial capability, adequacy of accounting systems, appropriateness of overhead rates, labor additives and similar add-ons. The FAR Audit consists of a determination of costs eligible for reimbursement on federally funded agreements conducted in accordance with Cost Accounting Standards issued by the Cost Accounting Standards Board.
- F. The City reserves the right to conduct a cost analysis or rate comparison to determine if the price is fair and reasonable
- G. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Offeror’s proposal as negotiated.
- H. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the City, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion.
- I. Proposal Evaluation results shall remain confidential until after the Notice of Contract Award and contract execution with the successful Offeror(s). Properly designated proprietary information from competing Offerors shall not be disclosed to the public or competitors, except as may be required by law.
- J. All awards for these services are contingent upon City Council approval.
- K. The City is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous or otherwise debrief any Offeror.

XXV. PROTEST OF AWARD OR DECISION TO AWARD

Any Offeror may protest the award or decision to award only in accordance with the provisions of Sections 2.2-4357 through 4364 of the Code of Virginia, and only if such is provided for in such Code section.

XXVI. DOCUMENTATION OF CONTRACT PERFORMANCE ISSUES

The City has instituted the Documentation of Contractor Performance Issue (DCPI) procedure to assist staff in documenting Contractor performance issues. This procedure is intended to improve the quality of services by facilitating communication between the City and Contractors with regard to issues requiring remedial action. This procedure is not considered punitive but should a Contractor receive repeated DCPI issuances, the City will consider taking additional steps, including but not limited to the issuance of a “Notice to Cure” and termination of the contract. The City shall consider DCPI documentation when contemplating future contract awards and/or renewals.

XXVII. TAX EXEMPTION

The City is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption registration number 54-6001271 applies. Such Certificate will be furnished upon request. The price offered

must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, an Offeror may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City.

XXVIII. 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)

XXIX. ORDER OF PRECEDENCE

- A. In the event that there is a conflict between any specific terms, conditions and/or provisions of this RFP, the specific provisions of the RFP shall take precedence over the "Standard Terms and Conditions" which shall take precedence over the "General Conditions and Instructions to Offerors" sections herein.
- B. In the event there is a conflict between any specific terms, conditions and/or provisions of contract documents resulting from this solicitation, the contract shall take precedence over the Request for Proposals which shall take precedence over the Offeror's response to the Request for Proposals unless otherwise stipulated in the contract.
- C. For tasks or projects funded by any Federal Government agency, in the event there is a conflict between the specific terms, conditions and/or provisions of any contract documents resulting from this RFP and the terms, conditions and/or provisions of such agency, that agency's terms, conditions and provisions shall take precedence.

XXX. VDOT and/or FEDERAL GOVERNMENT CONTRACT REQUIREMENTS

- A. For all Tasks and Purchase Orders under any contract resulting from this RFP which is funded in whole or in part by the Virginia Department of Transportation (VDOT) or any other State or Federal Government funding source, the Contractor shall comply with supplemental terms and conditions. This shall include the utilization of Disadvantaged Business Enterprises (DBEs), as applicable and required by any state and/or federal agency for such applicable tasks and/or projects. The City reserves the right to amend the contract, as is permitted, for inclusion of such terms, conditions and provisions.
- B. VDOT has established a 12% DBE goal for these contracts. DBE reporting is required as directed by VDOT Civil Rights Division; this goal may be reached in the aggregate during each contract term. Should this goal not be reached, firms will be required to demonstrate Good Faith Efforts. Should firms fail to demonstrate Good Faith Efforts, non-renewal of the contract may result.
- C. For each Purchase Order, task or task order issued under the contract to be funded by VDOT or Federal Government sources, the City will notify Contractor of the funding source and the Contractor shall comply with the associated requirements.
- D. If any task issued by the City is funded by grant monies, the Offeror, the City and the Offeror shall adhere to terms and conditions specified in individual grant agreements, to include insurance requirements.

- E. On December 26, 2013 new consolidated guidance was issued by the federal government in the form of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200). The purpose of the "Uniform Guidance" was to streamline and establish standardized administrative requirements, cost principles, and audit requirements for Federal Awards to non-Federal entities. As a sub-Grantee of federal funds, the City and its contractors must agree to compliance with all applicable federal regulations, recognizing that (1) these funds are subject to applicable statutory provisions and regulations; and (2) grant awards are subject to the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).

XXXI. EQUAL OPPORTUNITY AND SMALL, MINORITY-OWNED, WOMEN-OWNED AND SERVICE-DISABLED VETERAN-OWNED BUSINESS PARTICIPATION

- A. The City endeavors to contribute to the preservation and growth of small, minority-owned, women-owned and service-disabled veteran-owned businesses by encouraging participation in the procurement process for goods and services. The City:
1. Prohibits employment discrimination by contractors and requires that every City contract over \$10,000 include language to this effect, including subcontracted work; and
 2. Publishes formal solicitations on the Commonwealth's eProcurement portal, eVA, which provides access to procurement opportunities by firms registered with the Virginia Department of Small Business and Supplier Diversity (SBSD).
- B. The SBSBD is Virginia's agency dedicated to enhancing the participation of small, women- and minority-owned businesses in Virginia's procurement process. SBSBD administers three certification programs: 1) **SWaM** - The Small, Women-owned, and Minority-owned Business certification program (state); 2) **DBE** - The Disadvantaged Business Enterprise certification program (federal); and 3) **ESO** - Employment Services Organization providing community-based employment services to individuals with disabilities. More information is available at www.sbsd.virginia.gov.
- C. Contractors are encouraged to use SWaMs on all state-funded projects and DBEs on federally-funded projects. For certain grant-funded projects, SWaM or DBE requirements and/or goals shall be applicable and the City's vendors shall comply with the requirements set forth by the U.S. OMB pertaining to small and minority business utilization.
- D. For the City of Falls Church, there is no set aside program.

XXXII. COOPERATIVE PROCUREMENT

Per Section 2.2-4304.B.1 of the Code of Virginia, this procurement may not be considered for use by other public bodies.

XXXIII. GENERAL DEFINITIONS, CONDITIONS AND INSTRUCTIONS TO OFFERORS

- A. The general rules and conditions which follow apply to all contracts and become a definite part of each formal solicitation and resulting contract award issued by the City, unless otherwise specified. Offerors or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Offeror own risk and relief cannot be secured on the plea of error.
- B. Subject to all state and local laws and all rules, regulations and limitations imposed by legislation of the federal government, bids/offers on all solicitations issued by the City will bind Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

- C. If there is a conflict between the terms and conditions in this “General Conditions and Instructions to Bidders” and the Specific Provisions and/or conditions in other attachments to this solicitation, the latter shall take precedence.
- D. **DEFINITIONS:** The terms defined in this section shall have the meanings set forth below whenever they appear regardless of case (capitalized or not), unless the context in which they are used clearly requires a different meaning or a different definition is described for a particular section or provision:
1. **CONTRACTOR:** Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the City.
 2. **CITY:** City of Falls Church.
 3. **DAY:** Unless otherwise specified “day” or “days” shall mean calendar days
 4. **GOODS/PRODUCTS:** All material, equipment, supplies, printing, and/or automated data processing/information technology hardware and software.
 5. **INFORMALITY:** A minor defect or variation of a bid from the exact requirements of the solicitation which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
 6. **PROFESSIONAL SERVICES:** Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering.
 7. **PROPOSAL:** The offer of a supplier to provide goods and/or services in accordance with general specifications or requirements in a Request for Proposal solicitation (RFP). A proposal is subject to scope and price negotiation.
 8. **PURCHASING AGENT:** The Purchasing Agent employed by the City of Falls Church, Virginia or his/her designee.
 9. **REQUEST FOR PROPOSAL (RFP):** A request which is made to prospective suppliers (Offeror) for a Proposal. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.
 10. **RESPONSIVE AND RESPONSIBLE OFFEROR:** An individual, company, firm, corporation, partnership or other organization (1) having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required and (2) in compliance in all material aspects with the provisions of the solicitation, including specifications and terms and conditions.
 11. **SERVICES:** Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.
 12. **SOLICITATION:** as applicable the RFP or process of notifying prospective Offerors that the City wishes to receive proposals on a set of requirements to provide goods or services.
 13. **STATE:** Commonwealth of Virginia.
- E. **QUALIFICATIONS OF OFFERORS:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods, and the Offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect physical facilities prior to award to satisfy questions regarding the Offeror’s capabilities. The City further reserves the right to reject any proposal if investigations fail to satisfy the City that such

Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- F. LEGAL ACTION - No Offeror, potential Offeror, or subcontractor shall institute any legal action until all statutory requirements have been met.
- G. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- H. COMPLIANCE - Delivery must be made as ordered and in accordance with the solicitation or as directed by the City when not in conflict with the contract. The decision of the City as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the City shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the City, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the City, there shall be added to the time of completion a time equal to the period of such delay caused by the City. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Standard or Specific Provisions for the individual solicitation.
- I. CONTRACT ALTERATIONS - No alterations in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City's authorized representative.
- J. BANKRUPTCY - If the Contractor should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency, then the City may without prejudice to any other right or remedy, terminate the contract Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the City for any additional cost occasioned by such failure or other default. In such cases, the Contractor shall not be entitled to receive any further payment if the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the City.
- K. SUBCONTRACTING - If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us/>; the Virginia Department of Minority Business Enterprise <http://www.dmb.e.state.va.us/>; local chambers of commerce and other business organizations. As part of the contract award, if requested by the City, the prime contractor agrees to provide the names and addresses of each subcontractor and that subcontractor's status as defined by the Commonwealth of Virginia as small, minority-owned and/or woman-owned business and the type and dollar value of the subcontracted goods/services provided.

Except as otherwise specified in the solicitation, the Contractor may subcontract third party issues performed under the contract, but must submit a written list of those subcontractors, their addresses, personnel who will be performing the work, and a description of the work to be performed to the City prior to the work actually being done. The City must agree to the third party's work and reserves the right to deny the third party access if necessary.

- L. GENERAL GUARANTY - The Contractor agrees to:
 1. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented

or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or City;

2. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
3. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible;
4. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the City; and
5. Protect the City from loss or damage to City owned property while it is in the custody of the Contractor.

M. SERVICE CONTRACT GUARANTY - The Contractor agrees to:

1. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time;
2. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
3. Render all work and services in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents;
4. Allow services to be inspected or reviewed by an employee of the City at any reasonable time and place selected by the City. The City shall be under no obligation to compensate the Proposal for any services not rendered in strict conformity with the contract; and
5. Stipulate that the presence of a City inspector shall not lessen the obligation of the Proposal for performance in accordance with the contract requirements, or be deemed a defense on the part of the Proposal for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.