



## REQUEST FOR PROPOSALS

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Term of contract shall be from award date to June 30, 2022.

Nothing herein is intended to exclude any responsible firm or in any way restrict competition. The selection process will be competitive negotiation as outlined in Chapter 2A of the Code of the City of Hopewell, Virginia, and Section 2.2-4302.2.4 (Virginia Public Procurement Act) of the Code of Virginia.

All Request for Proposals submitted must be signed by an individual authorized to bind the Offeror. Request for Proposals submitted without such signature will be deemed non-responsive, and will not be considered. The City of Hopewell reserves the right to cancel the RFP/RFP, to award in part or in whole or reject any and all statement of Proposal and experiences deemed to be in the City's best interest. The City may modify any requirements in the RFP/RFP prior to the deadline by written notice to any Offeror requesting a copy of the RFP/RFP. The City may modify the project's scope of services and required tasks during negotiation process with the successful Offeror. The City shall neither be obligated nor prohibited from awarding or amending any contract with the successful Offeror for services less than or greater than the scope of services contemplated in this statement of Proposal and experience.

All documentation submitted with the Request for Proposal shall be included in a single bound volume. Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective Proposal and experience are neither required nor desired. Request for Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities for satisfying the requirements of the RFP/RFP. Emphasis should be on completeness and clarity of content.

Any information thought to be relevant, but not specifically applicable to the enumerated Scope of Work, may be provided as an appendix. If publications are supplied by the offeror to respond to a requirement, the response should include reference to the document number and page number. Publications provided without such reference will not be considered relevant to the RFP/RFP.

All Request for Proposals are subject to general terms and conditions hereby attached and will be rejected if not properly executed.

Individual contractors must provide their social security numbers and other types of firms must provide their federal employer identification numbers in the payment clauses to be included in contracts.

The City reserves the right to reject any or all Request for Proposals, to waive all informalities, and to reject any or all items of the RFP.

The City reserves the right to be sole judge and to make the award in accordance with its own judgment as to what will best meet its requirements and be in the best interest of the City.

**AVAILABILITY OF FUNDS:** It is understood and agreed between the Offeror and the City that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this quotation or agreement.

Request for Proposals and contracting procedures shall conform to all applicable regulations and provisions of the *City of Hopewell Procurement Ordinance* effective July 11, 2017, as amended; a copy of which is available on the City's website ([www.hopewellva.gov](http://www.hopewellva.gov)) under the tab

REQUEST FOR PROPOSALS

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GOVERNMENT, section LAWS/ORDINANCES. Click the link at the bottom of the page and click Chapter 2A-Procurement to view the Procurement Ordinance.

*Glenise Evans*

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Glenise Evans  
Purchasing Officer

REQUEST FOR PROPOSALS

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Please return the Request for Proposal to the Office of the City Clerk, Second Floor, Municipal Building, 300 N. Main Street, Hopewell, Virginia 23860. Regardless of delivery method of the Request for Proposal, the **outside** of each envelope must clearly indicate the following: *(if Request for Proposal is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of **each** envelope **must also** clearly indicate):*

**Office of the City Clerk  
Second Floor  
Municipal Building  
300 North Main Street  
Hopewell, Virginia 23860  
Closing Date: October 10, 2019  
River Flow Modeling  
RFP #07-20**

NAME OF ORGANIZATION	TELEPHONE NUMBER
STREET ADDRESS	FAX NUMBER
CITY, STATE, ZIP CODE	EMAIL ADDRESS
NAME (TYPE OR PRINT)	OFFICIAL TITLE
SIGNATURE	DATE
VA CORPORATION COMMISSION ID#	IRS I.D. #

**INCLUDE THIS PAGE WITH YOUR PROPOSAL STATEMENT**

**VIRGINIA STATE CORPORATION COMMISSION FORM:**

**The Offeror shall submit the State Corporation Commission Form (located on page 6) with their Proposal statement. If this SCC form is not included, the Offeror will not be permitted to submit a proposal for the forthcoming Request for Proposal (RFP).**

**PLEASE NOTE: If an Offeror is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Offeror must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity. The Offeror must have an active Virginia State Corporation Commission Identification number.**

## State Corporation Commission Form

### **Virginia State Corporation Commission (“SCC”) registration information:**

#### **The undersigned Offeror:**

is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out- of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver):

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Print

**Title:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**1. CONTRACT INTENT:**

- 1.1. The intent of this Request for Proposals (RFP) is to allow the City of Hopewell (“City” or “Hopewell”) to obtain complete services for setup and calibrate a numerical hydrodynamic and water quality (eutrophication) model of a reach of the James River adjacent to the Hopewell Water Renewal (HWR) and AdvanSix discharges.
- 1.2. Questions pertaining to this RFP must be submitted in writing to the Purchasing Agent, Glenise Evans, at [gevans@hopewellva.gov](mailto:gevans@hopewellva.gov) prior to the deadline to submit questions. The deadline to submit questions is **October 1, 2019 by 5:00 p.m.** The City reserves the right to reject any and all proposals, cancel this solicitation, and to waive any informalities or irregularities in procedure.
- 1.3. Based on the evaluation results of the Proposal submitted, qualified vendors will selected based on criteria listed in this proposal.
- 1.4. **For a Request for Proposal submittal to be considered for evaluation:**
  - **the Proposal must be turned in on time**
  - **the RFP signature page (page 4) must be included in the Proposal**
  - **the vendor must be authorized to transact business in Virginia**

**2. CONTRACT PERIOD:**

- 2.1. It is intended that a contract will be awarded in November 2019 and the initial model to be available by May 2020. The contract is for a period of three years and will be considered for renewal on an annual basis upon completion of the initial contract period. The City reserves the right to review and terminate this contract during the annual review process.
- 2.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the City’s Purchasing Department. These renewals will be based upon the Contractor’s performance evaluation described in the Technical Proposal Instruction Section.
- 2.3. The obligation of the City to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this RFP is subject to appropriations by the City Council to satisfy payment of such obligations. The City’s obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the City will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The City will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the City Council. However, the City’s failure to provide such notice will not

extend the contract into a fiscal year in which sufficient funds have not been appropriated.

### **3. BACKGROUND:**

3.1. Hopewell Water Renewal and AdvanSix Hopewell Facility discharge into Gravelly Run and currently share an “allocation” of ammonia per existing Ammonia Water Quality Standard. As Virginia works through implementation of the update Federal Ammonia Water Quality Standard (2013) the facilities are interested in developing a point source to mixing zone model. Historical baseline data is available and scenarios for proposed future operations need to be simulated to understand impact of future permit limits.

The model should be based on hydrodynamics and then improved to include pollutants (total nitrogen, total phosphorus, temperature, pH, ammonia, TSS, etc.). Existing Gravelly Run 1994 Study was a hydrodynamic model (three dimensional environmental fluid flow simulation model) that was calibrated with an in-stream dye tracer study. Once calibrated, the model was used by DEQ to set permit limits. Hence, the 1994 mixing zone study that was done by Environ for HRWTF and Allied-Signal (1994 Study).

After the permit limits were set, DEQ required a five-year in-stream monitoring study to gather a more comprehensive set of data to confirm the model (In-stream Study). The study was done from 2009 to 2013. The In-Stream Study concluded that the ammonia concentrations in the mixing zone were consistently lower than the 1994 Study model predicted. Therefore, there is eutrophication (ammonia uptake) that is occurring in addition to hydrodynamic dilution in the discharge mixing zone. With the new ammonia water quality standards (WQS), a new ammonia limit will need to be calculated. Due to technological advances, the 1994 Study model is no longer electronically available. In addition, the 1994 Study model did not take into account the eutrophication (ammonia uptake). Therefore, in order to set ammonia limits that meet WQS, a new model that includes both hydrodynamic and water quality components will need to be developed. The water quality component will take into account the natural system uptake of ammonia (eutrophication). The In-Stream Study data will be used to calibrate the model and show DEQ that the model is effectively predicting the in-stream water quality.

Once the model has been calibrated, the model can be used to predict in-stream water quality in other discharge conditions. The particulars of the other discharge conditions will be developed with DEQ and will reflect changes such as:

- Lower HWR discharge concentrations due to wastewater treatment plant upgrades;
- Flow rate increases and/or decreases; and
- River flow rate changes



**4. STATEMENT OF NEEDS & ASSUMPTIONS:**

- 4.1. The concept of this RFP is to procure services to calibrate a numerical hydrodynamic and water quality (eutrophication) model of a reach of the James River adjacent to the HWR.
- 4.2. The target date for the completion of the initial model is May 2020.
- 4.3. Prior to the start of tasks, HWR and AdvanSix will provide the following data that is required to perform the Scope of Services described above:
  - 4.3.1. All available records of plant discharge from April 2009 through June 2019 including flow data and test results for water quality parameters.
  - 4.3.2. This request for Proposal is based on the following assumption:

The study will use the QA/QC data collected during the five year in-stream monitoring study and no verification of the raw data will be completed.

**5. TASKS TO BE PERFORMED**

- 5.1 The selected vendor for River Flow Modeling Services will be expected to provide or support the City in the following service processes:

Task 1 Data Review

- ❖ The vendor shall review and analyze the data collected in the five-year in-stream monitoring study as well as the discharge data from AdvanSix and HWR and process the analyzed data for use in modeling.
- ❖ The vendor shall collect discharge records from USGS and water surface elevation records from NOAA for the period 2009-2019.
- ❖ The vendor shall research the existence of other, in-stream, water quality datasets for the same period from 2009-2019 in the modeling domain area of the James River. Primarily the existence of data collected by EPA and DEQ will be investigated.
- ❖ The vendor shall discuss with AdvanSix and HWR the benefits of incorporating those datasets to the project and the steps to follow for the official request of those datasets, once the existence of other sources data is determined and area coverage and time is evaluated.
- ❖ The vendor shall analyze the supplement data and incorporate it to the model setup and calibration.

- Task 3 Model Setup

- ❖ The vendor shall create a hydrodynamic and water quality model of the James River immediate area to the AdvanSix and HWR discharge. The model domain area will be the same reach of the James River covered by the 1994 dilution model.

- Task 4 Model Calibration – Target December 2019 Completion
  - ❖ The vendor shall calibrate the hydrodynamic model to available water surface elevation and velocity data and the water quality model to the five-year in-stream monitoring data. The primary focus of calibration will be the correct reproduction of the five-year in-stream monitoring study data.
- Task 5 Scenarios Simulation – Target January 2020 Completion
  - ❖ The vendor shall provide the calibrated models to simulate three scenarios. The scenarios will correspond to different future discharge conditions as discussed and approved by AdvanSix and HWR prior to running the simulations. For each scenario, the environmental conditions (tide, river flow and loads, atmospheric conditions), as well as HWR and our discharge values and conditions will be agreed upon and used as model input.
  - ❖ The vendor shall evaluate ammonia conditions in the modeling domain of the James River and other parameters of interest that will help to better understand the dynamics of ammonia in the system.
- Task 6 Final Report – February 2020
  - ❖ The vendor shall produce a final report that will describe and document the work and findings from tasks 1 to 5 above.
- Task 7 Additional Scenarios – In the event that additional future scenarios are requested, the cost per each additional individual scenario shall be included in this RFP.

## **6. TECHNICAL PROPOSAL INSTRUCTIONS**

6.1. The offeror shall submit the Technical Proposals via one (1) master (hardcopy), (1) electronic version in PDF or Word format on a CD or thumb drive and four (4) duplicates (hardcopies) containing the following information. This information will be considered the minimum content of the submittal. The proposal contents shall be arranged in the same order identified with the headings as presented below.

### **A. Management Skills, Technical Expertise and Credentials of the Project Team**

Include as a minimum:

- A list of similar projects completed within the past three (3) years that best illustrate capabilities required including description, scope, and project cost.
- Information on delivery of similar projects on time and within budget. Provide execution time (contract/actual); implementation cost (estimated/actual); and any problems encountered and solutions devised.
- Client's contact information.
- Awards and letters of recommendation received.
- Identification of Project Manager.
- Organization Chart.
- Project Manager's portfolio of related projects.

- Project Manager’s resume.
- Resumes of key project staff and any subcontractors that may be included.
- Please provide three (3) references for which you provide similar services.
- Staffing Plan including use of any subcontractors, if applicable.

**B. Demonstration of Successful Modeling Projects**

- Refer to “Tasks to Be Performed” Section

**C. Task Understanding**

- Provide a narrative describing how you intend to accomplish task requirements. Address your understanding of the overall group requirements.

**D. Price**

**E. Compliance with Contractual Terms**

- Provide a definitive statement of intent to comply with Contract Terms and Conditions as delineated in this RFP. If proposed terms and conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to terms required by law or City purchasing regulations may be grounds for rejection of the submittal.
- Acknowledge and describe any proposed deviations from Scope of Services.

**7. CONSULTING SERVICES:**

- 7.1. The Contractor’s staff must be available for consultation with City staff on an as-needed basis between 8:00 AM and 5:00 PM EST, Monday through Friday.

**8. EVALUATION OF PROPOSALS & SELECTION PROCEDURES**

8.1. The Instructions for Submitting Technical Proposals set forth certain criteria that will be used in the evaluation of proposals and selection of the successful offeror. In addition, the criteria set forth below will be considered.

8.2. The selection committee will include the following :

- City of Hopewell Water Renewal
- Technical Advisory Committee to the HWR Commission

8.3. The selection committee will read, review, and evaluate each technical submittal and selection will be made on the basis of the criteria listed below and as more particularly described in Section 6.1. “A” through “E”. These criteria will be used to evaluate the initial submittals to

REQUEST FOR PROPOSALS

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recommend or shortlist vendors for receipt of a Request for Proposal (RFP). These criteria are listed in descending order of importance. “E” will only be factored into the decision process after the top scoring firm(s) is selected for shortlist.

**Selection Criteria**

Criteria	Maximum Points
Management skills, technical expertise, and credentials of project team.	25
Demonstration of successful modeling projects	25
Understanding of task requirements.	25
Capability for timely response.	20
Compliance with contractual terms.	5
<b>Total Points</b>	100

8.4. Once the selection committee has independently read each technical submittals, the group will meet to score them. At this time the committee will reach a decision regarding selecting a firm(s) for receipt of a Request for Proposal.

**9. CONTACT FOR CONTRACTUAL MATTERS:**

9.1. The person to contact concerning contractual matters pertaining to this RFP is:

Glenise Evans, VCA  
Purchasing Agent  
City of Hopewell-Hopewell Water Renewal  
231 Hummel Ross Road  
Hopewell, VA 23860  
Telephone: (804) 541- 2215  
Fax: (804) 541-2441  
[gevans@hopewellva.gov](mailto:gevans@hopewellva.gov)

9.2. Offerors are cautioned not to contact members of the selection committee. Information other than the materials provided by the Purchasing Officer as a part of the submittal will not be considered. If a committee member is approached by anyone outside the committee who may have a material interest in this procurement, it will be immediately reported to the Purchasing Agent.

**10. REQUIRED SUBMITTALS:**

Each offeror responding to this RFP must supply all the documentation required in the RFP. Failure to provide documentation with the offeror's response to the RFP will result in the rejection of the offeror's proposal.

**11. SUBMISSION OF PROPOSALS:**

- 11.1. The offeror shall submit the Technical Proposals via one (1) master (hardcopy), one (1) electronic version in PDF or Word format on a CD or thumb drive and four (4) duplicates (hardcopies) and deliver to the following address. Stamped delivery receipts are available.

Office of the City Clerk  
Room 217  
Municipal Building  
300 North Main Street  
Hopewell, VA 23860

- 11.2. Offerors are reminded that changes to the RFP, in the form of addenda, are often issued between the issue date and within three (3) days before the opening/closing of the solicitation. All addenda **MUST** be signed and submitted to the Office of the City Clerk, Room 216, Municipal Building, 300 N. Main Street, Hopewell, VA 23860 before the time and date of the opening/closing of the bid or must accompany the bid. Notice of addenda will be posted on eVA and the City's webpage. Offerors are encouraged to monitor the web page for the most current addenda at [www.hopewellva.gov](http://www.hopewellva.gov).
- 11.3. It is the offeror's responsibility to clearly identify and to describe the services being offered in response to the RFP. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the City's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner. Unnecessarily elaborate brochures of other presentations beyond what is sufficient to present a complete and effective submittal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The City encourages offerors to use recycled paper, wherever possible.
- 11.4. The offeror shall submit the Technical Proposals to include:
- a. Cover sheet;
  - b. Technical information as required in the Special Provisions, Section 6-**TECHNICAL PROPOSAL INSTRUCTIONS**; and understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

**12. LATE SUBMITTALS:**

- 12.1. Proposals received in the Office of the City Clerk after the date and time prescribed shall not be considered and shall be returned to the offeror.

**13. PERIOD THAT PROPOSALS REMAIN VALID:**

- 13.1. Proposals will remain valid for a period of one hundred twenty (120) calendar days after the date specified for receipt of submittals.
- 13.2. The City reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the submittal.
- 13.3. The Purchasing Officer may arrange for discussions with firms submitting Proposals if required, for the purpose of obtaining additional information or clarification.
- 13.4. Offerors are advised that, in the event of receipt of an adequate number of Proposals, which, in the opinion of the Purchasing Agent, require no clarifications and/or supplementary information, such submittals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough submittals with the offeror's most favorable terms. Should submittals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 13.5. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this RFP will be classified as "acceptable." Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

## GENERAL TERMS AND CONDITIONS

- A. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and the City of Hopewell, Virginia; any litigation with respect thereto shall be brought in the courts of the City. The contractor shall comply with all applicable federal, state and local laws, rules and regulations. This compliance includes obtaining a Hopewell business license, if required, before work is performed.
- B. EMPLOYMENT DISCRIMINATION/DRUG-FREE WORKPLACE BY CONTRACTOR:** By submitting the bids/proposals, the bidders/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*. 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 the City to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the City. (Code of Virginia, § 2.2-4343.1E).

Every contract over Ten Thousand Dollars (\$10,000) shall include the provisions below. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination employment, except where there is a bona fide occupational Proposal reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements of this section.
4. To provide a drug-free workplace for the contractor's employees.
5. To post in conspicuous places, available to employees and applicants for employment, a

## REQUEST FOR PROPOSALS

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statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

6. To state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.

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

The contractor will include the provisions of the foregoing paragraphs 1, 2, 3, 4, 5 and 6 in every subcontract or purchase order over Ten Thousand Dollars (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.

- C. **DIRECT TAXES:** All bids/proposals shall be submitted exclusive of direct Federal, State, and local taxes. However, if the bidder/offeror believes that certain taxes are properly payable by the City, he may list such taxes separately in each case directly below the respective item bid/proposal price. Tax exemption certification will be furnished on request.
  - D. **INDEMNITY:** The contractor agrees to defend, indemnify and hold harmless, the City of Hopewell and its members, officers, directors, employees, agents, and representatives from and against any and all claims, damages, demands, losses, costs and expenses, including attorney's fees, and any other losses of any kind or nature whatsoever including claims for bodily injuries, illness, disease, or death and physical property loss or damage in favor of contractor, its sub-contractors, their employees, agents, and third parties arising during the performance of services and resulting from tort, strict liability, or negligent acts or omissions of contractor, its sub-contractors and their employees or agents under the agreement, or resulting from breaches of contract, whatever by statute or otherwise.  
Each contractor shall assume the responsibility for damage to or loss of its material, equipment or facilities located at the site and, in order to effect this limitation of liability, the contractor agrees to insure or self-insure such property against any such risk.
  - E. **SALES TAXES:** The City is exempt from payment of State sales and use tax on all tangible personal property purchased or leased for its use or consumption. Certificate of Exemption will be furnished upon request.
  - F. **QUOTATION FORM:** The bidder/offeror must sign and properly fill out all forms in this Bid/Proposal or be subject to being declared unresponsive. If unable to submit a Bid/Proposal, please sign and return this solicitation form, advising reason for no Bid/Proposal.
  - G. **CONTRACTOR'S DEFAULT:** In case of default of the contractor, the City may procure the articles of service from other sources and hold the contractor responsible for any excess
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## REQUEST FOR PROPOSALS

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cost incurred thereafter.

- H. **COMPUTATION OF TIME FOR DISCOUNTS:** Time in connection with discount offered, will be computed from date of delivery of the supplies or materials to carrier when final inspection and acceptance are at those points or from date correct invoice is received if latter is later than the date of delivery.
- I. **ETHICS IN PUBLIC CONTRACTING:** By submitting the bids/proposals, the bidders/offerors certify that the bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with the bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- J. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered in this Bid/Proposal prior to their delivery, it shall be the responsibility of the successful bidder/offeror to notify this office at once, indicating in his letter the specific regulation which requires such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
- K. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City of Hopewell, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the City, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- L. **DEBARMENT STATUS:** By submitting the bids/proposals, the bidders/offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- M. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Hopewell, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Hopewell, Virginia under said contract.
- N. **PAYMENT:** Payment by the City is due thirty (30) days after receipt of approved invoice unless otherwise specifically provided: subject to any discounts allowed. If an invoice requires modifications by the City, the thirty (30) day period begins after receipt of acceptable invoice.

To Prime Contractor:

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## REQUEST FOR PROPOSALS

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Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized.

**Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

### To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
2. To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
3. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

O. **PRECEDENCE OF TERMS:** Paragraphs A-N of these General Terms and Conditions

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REQUEST FOR PROPOSALS

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shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- P. **TESTING AND INSPECTION**: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- Q. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- R. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Department and/or Contract Administrator may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Department/Contract Administrator a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Department's and/or Contract Administrator's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Department with all vouchers and records of expenses incurred and savings realized. The Purchasing Department shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Department within thirty (30) days from the date of receipt of the written order from the Purchasing Department. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided

## REQUEST FOR PROPOSALS

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by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Virginia Public Procurement Act. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Department or with the performance of the contract generally.

- S. **DEFAULT**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.
- T. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH**: A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the City pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- U. **INSURANCE**: The contractor shall secure and maintain in force, at his/her own expense all required forms of insurance and payment bonds to insure the completion for the work under contract to the satisfaction of the City and without damage to, or claims against the City. The contractor shall provide satisfactory evidence of bonds and insurance on behalf of the sub-contractors, before entering into an agreement to sublet any part of the work to be done under this contract.

The following performance and payment bonds and forms of insurance shall be secured by the contractor to cover all work under contract and to protect the contractor, the City, and general public against any damage of claims in connections with the performance of the contract. The bonds and insurance shall be by companies duly authorized to do business in the State of Virginia. Certificates of Insurance, naming the City as an additional insured for each type of coverage shall be required.

At the discretion of the purchasing agent, bidders/offerors may be required to submit with their bid/proposal a bid/proposal bond, or a certified check, in an amount to be determined by the purchasing agent, which shall be forfeited to the City as liquidated damage upon the bidder's/offeror's failure to execute a contract awarded to him/her or upon the bidder's/offeror's failure to furnish any required performance or payment bonds in connection with a contract awarded to him/her.

## REQUEST FOR PROPOSALS

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At the discretion of the purchasing agent, the winning contractor(s) may be required to submit a performance and payment bond to the City which shall be evoked upon contractor's failure to execute a contract awarded or the failure to satisfactorily complete work for which a contract or purchase order was awarded. Performance bond and payment bond in the amount of one hundred (100) percent of contract price is required as security of contract, or security for payment of all persons performing labor and furnishing materials in connection with the contract, and protecting the City from all damages or claims resulting from, or in connection with the performance of the contract or purchase order.

The performance bond and payment bond shall and does bind the surety company to protect the City from damages, claims or costs by failure of the contractor to make corrective action due to his financial solvency or for any other cause whatever.

### INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits; require that the City of Hopewell, Virginia be added as an additional named insured on contractor's policy.
2. Employers Liability - \$500,000.
3. Comprehensive general liability for bodily injury liability and property damage liability shall be provided as to limits specified.
4. Contractor's protective liability shall be provided for bodily injury liability and property damage liability.
5. Fire and extended coverage shall be provided on the completed builder risk form if specified in bid specifications.
6. The contractor shall require each of his subcontractors to carry Workmen's Compensation Insurance and public liability and property damages liability.
7. Commercial General Liability - \$1,000,000 combined single limit. The City of Hopewell, Virginia is to be named as an additional named insured with respect to the services being procured. This coverage is to include Products and Completed Operations Coverage.
8. Automobile Liability – bodily injury and property damage shall be provided as to limits set forth in the specifications.

The contractor shall have executed and delivered to the City copies of all insurance certificates.

Executed copies of the performance bond shall become a part of all copies of the contract.

**SPECIAL TERMS AND CONDITIONS**

- A. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the City of Hopewell, Virginia will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City of Hopewell, Virginia or any department or institution of the City has purchased or uses its products or services.
- B. AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Hopewell, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. AWARD OF CONTRACT:** The City shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable, on the basis of initial responses and with emphasis on professional competence, to provide the required services. At the conclusion of these discussions, on the basis of evaluation factors published in the request for proposal and all information developed in the selection process to this point, the City shall select in the order of preference two or more offerors whose professional Proposals and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City of Hopewell can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. The City may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- D. BID/PROPOSAL ACCEPTANCE PERIOD:** Any bid/proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 days the bid/proposal may be withdrawn at the written request of the bidder/offeror. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. CANCELLATION OF CONTRACT:** The Purchasing Department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 30 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or
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## REQUEST FOR PROPOSALS

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perform on all outstanding orders issued prior to the effective date of cancellation.

- F. EXTRA CHARGES NOT ALLOWED:** The bid/proposal price shall be for complete installation ready for the City's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- G. MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
- H. PREPARATION AND SUBMISSION OF BIDS/PROPOSALS:** Bids/proposals must give the full business address of the bidder/offeror and be signed by him/her with his/her usual signature. Bids/proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids/proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid/proposal by a person, who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bid/proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
- I. WITHDRAWAL OR MODIFICATION OF BIDS/PROPOSALS:** Bids/proposals may be withdrawn or modified by written notice received from bidders/offerors prior to the deadline fixed for bid/proposal receipt. The withdrawal or modification may be made by the person signing the bid/proposal or by an individual(s) who is authorized by him on the face of the bid/proposal. Written modifications may be made on the bid/proposal form itself, on the envelope in which the bid/proposal is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.
- J. RECEIPT AND OPENING OF BIDS/PROPOSALS:** It is the responsibility of the bidder/offeror to assure that his bid/proposal is delivered to the place designated for receipt of bids/proposals and prior to the time set for receipt of bids/proposals. Bids/proposals received after the time designated for receipt of bids/proposals will not be considered. Bids/proposals will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders/offerors and others interested who may be present either in person or by representative. The officer or agent of the City, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be
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## REQUEST FOR PROPOSALS

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attached to any officer or agent for the premature opening of a bid/proposal not properly addressed and identified.

**K. NEGOTIATION WITH THE LOWEST BIDDER (IF APPLICABLE):** Unless all bids are cancelled or rejected, the City of Hopewell reserves the right granted by §2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the city's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The city shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the city and the lowest responsive, responsible bidder.