



**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL SERVICES
FOR THE UPDATE OF
THE CITY'S COMPREHENSIVE PLAN**

**CITY OF HOPEWELL
DEPARTMENT OF NEIGHBORHOOD
ASSISTANCE & PLANNING**

INVITATION: #07-15

DATE: March 30, 2015

Sealed Proposals, subject to the general conditions and specifications hereby attached, will be received at the Office of the City Clerk, Second Floor, Municipal Building, 300 North Main Street, Hopewell, Virginia 23860 until, but not **later than 11:00 a.m. TUESDAY, MAY 5, 2015.**

1. In order to be considered for selection, Vendors must submit a complete response to this RFP. One (1) original, seven (7) copies, and a portable document format (pdf) version of the proposal shall be submitted to the City of Hopewell, Virginia.
2. Regardless of delivery method of proposal, the **outside** of each envelope must clearly indicate the following: *(If 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 of Proposal: May 5, 2015
Update of Comprehensive Plan
RFP #07-15**

3. Proposals by telephone, telegraph, or facsimile **will not** be accepted.
4. **ANY PROPOSAL RECEIVED AFTER 11:00 A.M. ON THE AFOREMENTIONED DATE OF OPENING, WHETHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.**

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 (Virginia Public Procurement Act) of the Code of Virginia.

All Proposals submitted must be signed by an individual authorized to bind the Offeror. 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 RFQ/RFP, to award in part or in whole, to waive all informalities, to reject any or all items of any proposal, or reject any and all proposals deemed to be in the City's best interest. The City may modify any requirements in the RFQ/RFP prior to the deadline by written notice to any Offeror requesting a copy of the RFQ/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 proposal.

The right is reserved to extend any resulting contract, for terms to be mutually negotiated and agreed upon.

If you desire not to quote on this invitation, please forward your acknowledgement of NO PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL BE CAUSE FOR REMOVAL OF YOUR COMPANY'S NAME FROM THE QUALIFIED OFFEROR LIST.

All 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 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.

Proposal and contracting procedures shall conform to all applicable regulations and provisions of the *City of Hopewell Procurement Ordinance* effective July 1, 2005, as amended; a copy of which is available on the City Attorney's website (www.hopewellva.net) under the tab CODE, Hopewell city code. Click Chapter 2A-Procurement to view the Procurement Ordinance.



April Cone
Purchasing Agent

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

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Second Floor
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Note of Clarification:

All References to **BID** contained within this Invitation should be referred to as **PROPOSAL**.
NO QUOTED PRICES FOR SERVICES ARE TO BE INCLUDED.

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

I. Purpose

The City of Hopewell is soliciting qualified proposals for professional services from consultants or a team of consultants to prepare a Comprehensive Plan. The City's first Comprehensive Plan was adopted in 1985. Several smaller scale plans were adopted in the interim. The full Comprehensive Plan was last updated in 2001. The major focus of the 2001 plan was land use and environmental constraints that affect development. The plan includes the following seven elements: Physical Constraints to Development, Analysis of Conditions Related to a Potable Water Supply, Analysis of the Shoreline, Land Use Plan, Public Facilities, Transportation and Water Quality Protection.

The City is seeking a Comprehensive Plan that is the product of a dynamic planning process that engages residents, elected Officials, and City stakeholders. The Plan must strive to integrate planning objectives and strategies that lead to public health benefits. The following elements should be addressed holistically in the Plan with the goal of creating a healthy and thriving place to live, work, invest and conduct business:

- (a) Community Vision
- (b) Community Demographic & Health Profile
- (c) Arts, Culture, History & Education
- (d) Economic Development
- (e) Land Use & Community Design
- (f) Natural Systems & Environmental Health
- (g) Neighborhoods & Housing
- (h) Transportation
- (i) Parks, Recreation & Active Living
- (j) Public Facilities & Services
- (k) Public Safety & Emergency Preparedness

The consultant(s) are welcome to suggest creative or innovative additions or modifications to these elements of the Plan.

The estimated budget for this project is \$85,000.

II. Background

Hopewell is a community of approximately 22,600 residents and is located at the confluence of the Appomattox and James Rivers within the Richmond Metropolitan Statistical Area. The City is approximately 11 square miles conveniently located 20 miles southeast of the City of Richmond, Virginia. Our location, the presence and expansion of legacy industry and businesses, our expansive waterfront, and historic downtown and neighborhoods make us a unique and attractive community.

Recognizing the need for a discussion about a struggling downtown and an aging housing stock, in 2003, the City underwent a community discussion that resulted in the adoption

of a Downtown Revitalization Plan and Strategic Housing Improvement Plan. The implementation of the Downtown Vision Plan is well underway with over \$15 million dollars in public investment resulting in a new streetscape, the construction of a state of the art regional library, and the restoration of the historic Beacon Theatre. Also creating a sense of renaissance in downtown is it's designation as a Virginia Main Street community.

Since the adoption of the Strategic Housing Improvement Plan the City has experienced progress in improving the City's overall housing stock, with the construction of three major single- family subdivisions and the historic renovation of the former high school and a hotel into luxury 1, 2 and 3 bedroom apartments. However, there still remains substantial work to do to improve the condition of older housing units.

In 2008, the City also underwent a focused planning process to confront the under-utilization of the City's waterfront and the rehabilitation of one of the oldest neighborhoods in the City, the B-Village. Although several aspects of the Plan are still considered viable options for rehabilitation, the Plan was not officially adopted by City Council.

We are now at the cusp of an exciting time of rediscovery, revitalization and reinvention. This is the time to develop *Comprehensive Plan 2026* that will help us establish a clear vision for the future of Hopewell, identify goals towards achieving that vision, create policy guidance for public and private decision-makers, build from aspects of previous plans, and identify tasks that need to be pursued to make the Comprehensive Plan's vision and goals a reality.

This visioning process has begun with the adoption of the City's Strategic Plan and Economic Development Plan by the Council of the City of Hopewell in 2014. In January 2014, City Council developed eight strategic priorities and identified goals to guide policy, legislation and programs. These goals were then given implementation steps by City Management and Senior Staff members. The Economic Development Plan, written by the Economic Development Authority (EDA), serves as a policy guide for development of the City's economy. It discusses the local economy in a regional and broader context and makes recommendations for specific strategies, projects, and initiatives to help market the City as an economic investment destination. Both plans provide the foundation on which to begin a comprehensive analysis of our City; to identify its assets and deficits, and develop a blueprint for the future.

III. Scope of Services & Tasks

Offerors are encouraged to submit a proposal to include all of the following tasks:

A. Community Vision

1. Conduct initial visioning sessions with City Council, the Planning Commission, City Administration, and Senior City Staff.

2. Provide a broad-based participation plan to solicit input throughout the update process. Facilitate the citizen input process, including but not limited to surveys and workshops.
3. Prepare detailed goals and objectives and policy statements that promote public health, safety, a high quality of life, morals, order, convenience, prosperity and the general welfare of the residents of the City.
4. The community vision should include input from business and civic organizations that are impacted by city decisions.

B. Community Demographic & Health Profile

1. Prepare an in-depth demographic and economic profile based on collection and analysis of data, including population projections and socio-economic variables. Use this data to communicate specific services needed within certain demographics.
2. Utilize the Cameron Foundation 2013 Health Needs Assessment, and statistics from the Crater Health District regarding chronic disease to formulate planning strategies, land use and/or zoning policies, and urban design methods to promote public health and wellness. The theme of public health should be reiterated throughout the final document.

C. Arts, Culture, History & Education

1. Inventory current locations of cultural and historical resources. Evaluate the performance of these places and where applicable provide recommendations to determine the need for improvement and/or expansion for the City's benefit. Identify location(s) for historical and cultural learning opportunities and provide strategies for partnerships, implementation and funding. Identify threats and challenges of historical and cultural resources.
2. Discuss the City Point and Downtown Historic Districts. Provide strategies to improve investment in housing in the City Point Historic District. Identify possible historical resources that could be used to attract investment. Identify neighborhoods, buildings, structures, or landmarks that may be eligible for historic designation through the National Register of Historic Places and the State Historic Preservation office. Identify the disadvantages of benefits for each.
3. Provide urban design standards in the Downtown area to be used as a tool for redevelopment.
4. Inventory current venues for arts. Evaluate the performance and determine the need to improve and/or expand for the City's benefit. Identify potential public and private locations for organized artistic expression that would benefit residents and visitors and possibly be an economic development resource.

5. Assess the current location of school sites. Provide an analysis of the ability to redesign or expand current school sites in a manner that would prevent negative impacts on the health, safety and welfare of students and nearby residents.
6. Identify potential schools sites that would promote the health, safety and welfare of students and nearby residents.

D. Economic Development

1. Evaluate the objectives and strategies of the 2014 Economic Development Plan and determine how these should be integrated within the Comprehensive Plan to provide a foundation for the future land use map and identified development and redevelopment opportunities.
2. Evaluate the 2003 Downtown Vision Plan. Identify relevant sections that should remain, be updated, or be removed. This review should include deficiencies of the plan and identify elements that should be incorporated into the Comprehensive Plan.

E. Land Use & Community Design

1. Prepare a profile and visual aide of existing land use conditions.
2. Provide a future land use plan to include a profile and visual aide based on current conditions, projections, and visioning exercises. The future land use plan should include opportunities for mixed-use and redevelopment. These opportunities should include infill development, adaptive reuse opportunities, and determine redevelopment strategies to initiate the process.
3. Identify areas where distinctive community design standards are appropriate and would result in a benefit to the immediate neighborhood and City as a whole. These standards could take the form of a corridor overlay district or a voluntary community plan book.

F. Natural Systems & Environmental Health

1. Review the current assessments of the City's natural water systems, identify potential threats, and provide strategies to improve quality and create a comprehensive plan to address findings.
 2. Assess open space areas, their utilization in the community, and identify potential threats.
 3. Identify ways to better utilize natural systems to promote active living and/or economic development.
 4. Review previous assessment regarding the quality of air, identify potential threats, and provide strategies for improvement, if any.
 5. Assess the probability of environmental hazards that may disproportionately affect vulnerable households.
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G. Neighborhoods & Housing

1. Review the 2003 Strategic Housing Improvement Plan. Identify relevant sections that should remain, be updated, or be removed. This review should include deficiencies of the plan and identify elements that should be incorporated into the Comprehensive Plan, to include but not limited to strategies to maintain and upgrade existing housing, reinforce existing historic neighborhoods, encourage new housing development, and redevelop selected neighborhoods.
2. Review the Hopewell Redevelopment and Housing Authority Vision statement and five year plan and identify the Authority's goals for the redevelopment of public housing stock in the city. Develop and recommend strategies and potential partnership opportunities to supply affordable housing that is needed, strategically located and desirable based on statistical analysis of city demographics.
3. Conduct an in-depth analysis of key neighborhoods that due to their location have the unique opportunity to spur redevelopment, infill development and investment into adjacent communities. Provide strategies to garner public and private investment.
4. Through analysis of Point-In-Time Data, the area Continuum of Care information and local input develop a housing solution/strategy to provide housing for the City's homeless population and identify potential resources to aid those who find themselves homeless or approaching homelessness.

H. Transportation

1. Assess current transportation demand and capacity of street systems.
2. Integrate future land use map into planning for future transportation needs and capacity.
3. Integrate current street improvement master list to project minor and major improvements.
4. Identify opportunities to increase access to non-motorized transportation options to promote healthy living and provide mobility opportunities.
5. Development of a computerized transportation model to effectively measure cumulative and long term effects of traffic generated from associated land use recommendations.
6. In compliance with Title 15.2, Chapter 22, Article 3 of the Code of Virginia, consider how to align transportation infrastructure and facilities with affordable, accessible housing and community services in order to facilitate community integration of the elderly and persons with disabilities.

I. Parks, Recreation & Active Living

1. Prepare a Hopewell Waterfront Master Plan and Design Manual as a part of the Comprehensive Plan that could stand on its own. The City desires that The Waterfront Master Plan and Design Manual be the first product of the Comprehensive Plan update. This plan should use the boundaries identified in the B Village/Marina/Waterfront Plan created in 2008. Use GIS to establish topography and assess the natural systems present within the boundary areas. Identify key access points and view sheds along the water front that can be utilized for passive or active recreational uses. Provide key connections, destinations and connecting elements. Provide access points for pedestrians, maintenance and safety. Identify key parcels for redevelopment using most recent market study initiated by the City.
2. Identify ways to increase neighborhood and community park acreage with the goal of expanding opportunities for outdoor recreation for all neighborhoods.

J. Public Facilities & Services

1. Assess current and projected level of services of city facilities, services and infrastructure.
2. Provide strategies to improve these services over time.
3. Poll residents about services desired, but not currently receiving. Conduct analysis to determine what services/facilities are under-utilized and assess their continued need.
4. Evaluate access of residents to health and human services to include homeless prevention services.

K. Public Safety & Emergency Preparedness

1. Identify areas of safety concerns for residents, elected Officials and first responders and offer viable planning, logistical, environmental policies and or opportunities to reduce risk.
2. Identify current public safety and emergency preparedness deficits and provide strategies to improve.

IV. Submittal Requirements

All proposals in response to this RFP should include the following:

- Page 3 of this RFP. Complete and sign page 3 of this RFP and return with your proposal. **Please make sure the Virginia State Corporation Commission number has been provided on this page.**
- Letter of interest.

- The name, address, phone, fax, and email address of a contact person from the submitting firm.
- A proposed scope of services and project schedule.
- Identification and resumes of personnel to be directly involved in this project. The staffing plan should identify whom the project manager will be along with any team structure for multiple firms submitting.
- Experience of the project team members with projects of a similar nature, and results related to the: development of a Comprehensive Plan, a small area Waterfront Plan, demographic analysis, public health assessment and related land use policy recommendations.
- The designated project team's record of meeting estimated budgets and schedules for projects of similar scope, budget and schedule.
- The percentage of a full-time commitment each project team member will have to the project by phases.
- A description of the firm's project philosophy and approach to challenges that arise during the project, to include but not be limited to the planning process, community involvement and project management.
- A description of the firm's Visioning Process. An overview of the firm's preferred approach to obtaining citizen and other stake holder input.
- A minimum of four (4) references from clients for whom similar projects have been completed by the project team, their schedule and results.
- Current firm workload and projected workload over the anticipated project schedule.

V. Selection Criteria

Proposals in response to this RFP will be evaluated by the City Administration and a panel of up to seven (7) professionals. Utilizing the evaluation criteria described below, the panel will conduct interviews with three (3) to five (5) firms. The interview will consist of a formal presentation before the panel which will include a question and answer period.

The evaluation of firms responding to the Request for Proposals will be completed in a systematic manner using the following evaluation criteria (in no order of priority):

1. Outreach: Effective in connecting with a wide range of community members and other stakeholders.
 2. Facilitation: Demonstrates the ability to organize and conduct meetings with fairness and efficiency.
 3. Communication: Must be able to articulate complex planning, land use and governmental terminology in a way that is easy to understand and can be understood by the community.
 4. Process: Expertise in the setup and management of the overall structure of the project.
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5. Planning: Experience in comprehensive planning, land use planning and development of policies that promote urban design and public health initiatives.
6. Content: Ability to present and develop bold and imaginative ideas and content that is based on well thought out, carefully researched concepts and principles.
7. Enthusiasm and Initiative: Excitement about process and the opportunities it will bring to the City.
8. Previous Experience: Engaging the public through various mediums, to include, but not limited to: workshops, design charrettes, focus groups and surveys. Previous experience in developing Comprehensive Plans in locations of similar size, demographics, redevelopment, historical framework, and land use capacity.
9. Engagement: Ability to engage and partner with public health professionals to support the public aspects of the plan.

VI. Selection Process

A three-phase process has been established for soliciting firms' participation in the writing of the City's Comprehensive Plan. The City reserves the right to modify the process as it determines. If and when such changes in the schedule were to occur, notice will then be provided to those firms still involved at that stage of the selection process.

Phase I. Request for Proposals

The intent of this phase is to identify firms that have a proven capacity, track record, interest and creativity to develop a Comprehensive Plan. Specifically, the intent is to obtain substantiated evidence of performance capacity to complete an undertaking of this magnitude, along with verification of prior or present involvement in the development of a Comprehensive Plan.

Phase II. Firm Interviews

Each of the firm(s) submitting a proposal in response to the Request for Proposals will be required to present their qualifications and proposed strategy for visioning, information gathering, reporting and their plan for providing a dynamic comprehensive plan that moves the City forward based on the scope of services and tasks requested.

Phase III. Ranking the Top Firms

The City Administration will prepare an Evaluation Report describing the basis for ranking firms and recommendations. This report will be based on the Statements of Qualifications and the Proposals submitted by the firms. Proposals in response to this RFP will be evaluated by the City Administration and the panel of up to seven (7) professionals. Immediately after determining the final ranking, the panel will interview the top three (3) to five (5) developers. Once the panel conducts the interviews and selects a firm(s), the panel will begin negotiations of an agreement. If an agreement cannot be successfully negotiated in a timely manner, the City has the right to terminate negotiations with the highest ranked firm, and begin negotiations with the next highest ranked firm. The firm(s) ranked below the second highest firm would only be contacted if negotiations failed with the firm ranked immediately above them.

VII. RFP Timeline

Event	Date
City Issues Request for Proposals	March 30, 2015
Final Day to Submit Questions to the City at 5:00 p.m.	April 10, 2015
RFP Submission Deadline by 11:00 a.m.	May 5, 2015
Ranking Committee Reviews Submissions	May 6 – May 18, 2015
Potential Candidate Interviews	May 19 – May 29, 2015
Final Candidate Chosen	June 2, 2015
City Administration Negotiates Contract	June 3 - June 5, 2015
Contract Awarded	June 9, 2015

The selected firm is required as part of the Bid Proposal to provide a timeline for completing the project.

The City reserves the right to alter the schedule at any point in the process, but agrees to provide adequate notice to respondents should the schedule be amended.

VIII. Technical Assistance

All written questions must be received by the City no later than Friday, April 10, 2015. Responses to all written questions will be issued by an addendum after April 17, 2015.

Questions regarding proposal submissions should be directed to the City’s Purchasing Agent, April Cone at (804) 541-2205 or acone@hopewellva.gov. Technical questions regarding this project should be directed to:

Tevya Williams Griffin
 Director
 Department of Neighborhood Assistance and Planning
 300 N. Main Street
 Hopewell, VA 23860
 Telephone: (804) 541-2269
 Fax: (804) 541-2318
 E-Mail: tgriffin@hopewellva.gov

In order to maintain equal access to information we request that you not contact anyone other than the individuals named above. If there are any changes to the scope of work, addenda will be issued by the Purchasing Agent to all known participants.

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 qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this 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

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 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
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acceptable invoice.

To Prime Contractor:

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 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 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.

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.
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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 qualifications 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 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
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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 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.