REQUEST FOR PROPOSALS

Consulting Engineer: Lee Hall Reservoir Dam Improvements

2010-2196-1505

September 9, 2009

City of Newport News
OFFICE OF THE PURCHASING DIRECTOR
2400 Washington Avenue
Newport News, VA 23607
Phone: (757) 926-8032/Fax: (757) 926-8038
www.nngov.com/purchasing

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

Scope of Work: Provide professional engineering consulting services, including but not limited to: studies, investigations, preliminary designs, final designs, bid documents, and construction administration in support of the Lee Hall Reservoir Dam Improvements Project.

Site Visit (Optional): **September 18, 2009 (Friday) @10:00 a.m.** (Meet at 437 Waterworks Way, Newport News, VA)

Proposal Due: **October 1, 2009 @ Close of Business (COB)**

Contract Officer: Marie-Therese M. Gartner

Marie-Therese (Mimi) M. Gartner, CPPB, Buyer, (757) 926-8040, email: mgartner@nngov.com

AN ORIGINAL AND TWELVE (12) COPIES OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the items or services requested and certify he has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed. Signature must be original, not photocopied)

Conditions and Instructions

RFP Rev. 09-09-08

1. All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto that will be made a part of the proposal. All proposals must be submitted in a sealed envelope plainly marked using RFP number, date and time.

2. It will be the responsibility of the offeror to see that his proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, fax and verbal offers will not be accepted.

3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.

4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.

5. In event of default by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

6. **Availability of Funds**: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

7. The offeror guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.

8. All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

9. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.

10. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract.

11. **Non-Discrimination:** During the performance of this contract, the successful bidder agrees as follows:

    a. He will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations 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.

    b. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

12. **This public body does not discriminate against faith-based organizations.**

13. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

    For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, 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

14. Direct contact with City Department, other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the contracting officer.

15. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City of Newport News.

16. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations. These Conditions and Instructions shall be applicable to the extent that they are non-contradictory to the proposal terms and/or instructions on the following pages. **The contractor certifies that he does not and shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986, as amended.**

    Every business must register with the Virginia State Corporation Commission before transacting business in Virginia.

17. If City Hall is closed for business at the time scheduled for the proposal opening sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.

18. If you have obtained this solicitation from our web page or from a source other than directly from the City of Newport News, it is the offeror's responsibility to check with our office prior to submitting your offer to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested offeror has obtained any outstanding addenda

    The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your bid/proposal.

19. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars ($70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars ($500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars ($7,500.00) or more, but less than seventy thousand dollars ($70,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars ($150,000) or more, but less than five hundred thousand dollars ($500,000) shall show evidence of being licensed as a **Class B Contractor.**

Over one thousand dollars ($1,000) but no more than seventy-five hundred dollars ($7,500) or the total value of all such construction, removal, repair, or improvements undertaken b y such person within any twelve-month period is no more than one hundred and fifty thousand dollars shall show evidence of being licensed as a **Class C Contractor.**

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The offeror shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

20. Payment Terms:

a) Payment terms shall be **"2%-20, Net 30 days"** unless otherwise stated by the offeror on this submittal form. Alternate terms may be offered by offeror for prompt payment of bills.

b) Payment terms shall be considered in determining the low bidder/offeror.

c) Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest.

d) The payment terms stated herein shall appear on the vendor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the vendor for correction.

e) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

21. Insurance: The contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of said insurance prior to commencement of services. Separate forms, which name the City as additional insured and as alternate employer, must be included with the Certificate of Insurance. Forms (Insurance Endorsements) are available to download from the Purchasing website (http://www.nngov.com/purchasing/resources/purchasingforms). **Please make sure prior to submitting a bid that all insurance endorsements forms have been reviewed by your insurance carrier.**

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf for the City. Evidence of coverage needs to be provided prior to commencement of work.

22. Cancellation: The City may cancel the contract at its convenience, without penalty, at any time by giving thirty (30) days written notice or may cancel the contract immediately for violations of safety or rules of ethics. The City may

cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City. If the contract is an extended term contract, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.

23. **Silence of Specifications:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

1) If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE ☐ **MBE** ☐ **WBE** ☐

2) In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted $_____

Total **MBE** Dollars to be Sub-contracted $_____

Total **WBE** Dollars to be Sub-contracted $_____

3) If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

_____

_____

_____

GENERAL

The City of Newport News, Department of Public Utilities (Waterworks) ("City") is seeking proposals for the services of a qualified consulting engineer ('Engineer') to provide studies, investigations, preliminary designs, final designs, bid documents, and construction administration in support of the *Lee Hall Reservoir Dam Improvements Project*. Specifically, Waterworks has a need for civil, environmental, structural, mechanical, electrical, and instrumentation engineering designs, and construction administration for improvements to existing dam facilities for the Lee Hall Reservoir in Newport News, Virginia.

BACKGROUND

Waterworks supplies drinking water on a retail basis to approximately 405,000 persons on the lower Virginia Peninsula including the cities of Newport News, Hampton, Poquoson, and portions of James City and York Counties. The current raw water system includes pumping stations on the Chickahominy River and at Little Creek, Diascund Creek, and Skiffe's Creek reservoirs, and related transmission pipelines. Raw water impoundments also include terminal reservoirs at Harwood's Mill and Lee Hall Water Treatment Plants. The brackish groundwater desalting (BGD) facility treats water from the Upper and Middle Potomac Aquifers using reverse osmosis membranes.

The Lee Hall Reservoir system consists of two separate, interconnected impoundments: Lee Hall Upper and Lee Hall Lower. The impoundments are generally separated by a 600-foot long CSX Transportation (CSXT) railroad embankment. The Lee Hall Upper Dam consists of a steel sheeting and control gate structure located upstream of and attached to the railroad embankment. It is known as the Lee Hall Upper Dam Outlet Works ("Outlet Works") and is owned and operated by Waterworks. The Outlet Works is sited within the CSXT right-of-way but has been legally operated through an agreement with CSXT for over 65 years.

The Outlet Works is located just upstream of a 10-foot by 15-foot brick arch culvert that is the only form of passage for water flow through the embankment. The embankment and outlet works combined result in this being classified as a dam per Department of Conservation and Recreation Dam Safety (DCR) regulations. The Outlet Works ("dam") is currently certified as follows:

- Inventory Number: 70006
- Hazard Classification: II (anticipate high hazard with new regs.)
- Dam Height: 21.8 feet (refers to the top of the Outlet Works sheetpile weir)
- Maximum Reservoir Capacity: 4,111 Ac-ft
- Spillway Design Flood Capacity: 50% Probable Maximum Flood (PMF)

The Lee Hall Lower Dam impounds the Lee Hall Lower Reservoir via an earthen embankment approximately 3,500 feet long, which has been in operation for 116 years. The primary spillway consists of a hydraulically operated 50 feet long steel bascule gate that was installed in 1968. The original spillway installed in 1900 consists of a masonry ogee weir spillway with three 48 inch low level drain sluice gates. The gates have been inoperable for some time and only a minimal amount of flow can pass over the weir during high reservoir levels. Due to a seepage concern in the vicinity of the original spillway, a steel sheet pile seepage cut-off wall is currently being installed and is expected to be complete September 2009. The dam is currently certified as follows:

- Inventory Number: 70001
- Hazard Classification: II (anticipate high hazard with new regs.)
- Dam Height: 21 feet
- Maximum Reservoir Capacity: 886 Ac-ft
- Spillway Design Flood Capacity: <50% PMF

The revised DCR regulations effective September 2008 put the Lee Hall dams in the High Hazard category due to downstream hazards. The required spillway capacity for a high hazard dam is the full PMF. In order for the spillway capacity to comply with the new regulations and to concurrently rehabilitate other features of the dams, significant improvements are required. This project is unique in that action taken on one dam and reservoir pool affects the other. The CSX railroad embankment divides the two reservoir pools which currently are maintained at a 2.5 ft to 3.0 ft differential. Also these dams are surrounded by existing infrastructure, residential areas, and create recreational opportunities and habitat for the Newport News Park (upstream of the Upper Dam). The Newport News Deer Run golf course utilizes water from the existing upper reservoir requiring a minimum elevation of 18.50.

An alternatives analysis that evaluated and ranked various improvement options was completed July 2009. The report titled "Lee Hall Upper and Lower Dam Evaluation" prepared by URS Corporation is available as an electronic version for your use. Waterworks has reviewed this report and currently favors a slightly modified option 3A using a normal pool El. 19.50 (NGVD 1929) instead of El. 20.2 as presented. We are open to alternative ideas from offerors or modifications to the options evaluated in this report. Also available for your use in developing your proposal is a 1998 survey by Wiley & Wilson of both the Upper and Lower Dams using 1929 NGVD, inundation mapping for the existing dam system, soils data collected during the seepage cutoff wall project limited to the masonry spillway area, and design drawings of the existing bascule gate structure. A CD containing the above data will be provided to offerors upon written request to Mimi Gartner (mgartner@nngov.com) of the Purchasing Department.

Relevant elevations (NGVD 1929) for consideration include:

- 20.2: Ogee Spillway Weir (Lee Hall Upper Outlet Works)
- 17.0: Bascule Gate Weir Invert (Lee Hall Lower Dam)
- 23.8: Low Point - Jefferson Ave. (Upstream of Outlet Works)
- 26.0: Low Point - Interstate 64 (Upstream of Outlet Works)
- 22.5: Low Point at Abutment - Ft. Eustis Boulevard - Virginia Route 105 (Upstream of Lee Hall Lower Dam)
- 34.5: CSXT Embankment Crest (Immediately Downstream of Outlet Works)
- 18.5: Minimum water surface elevation for golf course irrigation pumps

SITE VISIT

A pre-submission site visit has been scheduled for September 18, 2009 at 10:00 am. All prospective offerors should meet at the Lee Hall Water Treatment Plant administration building at 437 Waterworks Way, Newport News, Virginia to view the dams and ask relevant questions.

SCOPE OF SERVICES

The Engineer will provide such engineering and consulting services as directed and authorized by the City of Newport News Waterworks in connection with some or all of the following facilities and activities:

- Evaluation and confirmation of dam improvement options
- Design of new spillway, low level outlets, and appurtenances
- Design of embankment improvements
- Modifications to roadway drainage system currently at downstream toe of Lower Dam
- Relocation of 30 inch finished water main currently within and atop the Lower Dam embankment
- Virginia Dam Safety permitting including development of design report
- Assist the City in obtaining all necessary local, state, and federal permits
- Coordination with VDOT and CSXT.
- Stream diversion, reservoir release structures, and/or drain structures
- Downstream channel (Warwick River) improvements
- Identification of construction access, material staging/storage areas, and temporary easement locations
- Instrumentation and control elements

This project may require the need for any of the following disciplines:

- Civil engineering
- Structural engineering
- Mechanical engineering
- Electrical engineering
- Soils and Geotechnical engineering
- Instrumentation and control engineering
- Value engineering
- Environmental assessments or compliance studies
- Contract document preparation
- Bid review and assessment
- Construction cost estimation
- Shop drawing review, inspection, and similar construction administration services
- Surveying
- Quality control and quality assurance testing
- Erosion and Storm water Management
- Security evaluations

PROJECT SCHEDULE

Design alternative confirmation and draft design report is currently targeted to be complete February 2010 with final design report due April 2010. The final design documents are to be complete June 2011. Bidding and construction services should begin in August 2011.

CONTRACT TERM

The term of the agreement to provide these engineering services shall be from 2009 through the end of the project. The current project schedule estimates completion of the construction phase by the summer of 2013.

SUBMITTALS

Submit *one* original (conspicuously marked "ORIGINAL") and *twelve* (12) complete copies of your proposal. Proposals shall be typed, bound (using an appropriate binder or cover, per copy such that it will not allow the proposal pages to be inadvertently torn, separated or disfigured), and organized in tabbed sections as described in the paragraphs that follow. Proposals should consist of no more than twenty-five (25) pages of text and figures in Tabs A and B combined. There are no page limitations for Tabs C, D or appendices. Pages in the submittal must be consecutively numbered. To be considered substantive, the proposal must respond to all requirements of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. The following information shall be included in the proposal package to be considered ***responsive*** to the Request for Proposals:

1. **Tab A**: Statement of the Requirements and Approach - State in concise terms, your understanding of the requirements presented by the RFP and how your firm would deliver the services required. Provide a design schedule with key milestones to exhibit your understanding of the requirements and the major tasks required.

2. **Tab B**: Management and Staffing Summary - Provide an organizational chart of your firm stating job titles, responsibilities, location, and number of years experience for each person who may be assigned to this project. This section must specifically state the principals and management staff to be assigned to project.

   - This section should also specifically state the employees that will be assigned to tasks related to the various disciplines required to participate in this project.

   - This section should also explain any teaming or subcontract relationships with clear and concise description of the divisions of responsibility and how the interactions between the different firms will be managed.

   - Include resumes and project references for all key personnel in an appendix.

3. **Tab C**: Qualifications, References and Experience - Provide two examples of similar reservoir/dam projects performed by the key project team members proposed for this work. Each example should include:

   - Scope
   - Project Approach
   - Engineering disciplines involved and percentage of project
   - Project team members
   - Quality control procedures for engineering documents

- Contact persons and telephone numbers

It is in the proposing ENGINEER's best interest to provide examples which presented challenging design constraints or requirements, unusual construction conditions, aggressive schedules, and/or unique engineering solutions. Lists of other similar or related reservoir projects should also be provided.

3. **Tab D**: SBE, MBE, and WBE (small business utilization) - If applicable, provide a statement of how your firm intends to utilize minority and female applicants during the course of this contract.

4. The **Request for Proposal** document with any addenda acknowledgements filled out and signed as required. The person that signs the RFP shall have the authority to negotiate the full scope of services on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP.

5. A **transmittal letter** that states the full name and address of the organization, (If your organization is a subsidiary of another organization, or an affiliate of another organization, state the name and address of each parent or affiliate organization). State the legal form of your organization (i.e., corporation, partnership, proprietorship, joint venture, etc.) and the legal domicile of such organization. State the number of years you have been in business under your present firm or trade name. Include the name, telephone number and address of the contact person for the submittal.

   All proposals must be sealed and labeled to show the following:

   - Proposal for Waterworks Engineering Services
   - Name of Offeror
   - Address of Offeror
   - RFP Number (see cover)
   - Receipt and Closing Date (see cover)

   All proposals shall be addressed and delivered by the date and time specified to:

   Mimi Gartner, Buyer
   City of Newport News
   2400 Washington Avenue
   Newport News, VA 23607

From the time the proposal is first advertised to the time a contract is signed, all offerors or contents of any proposal must be kept confidential. All proposals submitted under this RFP (including all documents, schedules, reports, plans and other attachments) shall become the property of the City of Newport News and will not be returned (see *Trade Secrets/Proprietary Information* page 14).

EVALUATION CRITERIA (Listed in Order of Importance)

Each proposal will be evaluated on the following criteria:

1. General understanding of the project requirements and proposed approach to providing services

2. Qualifications of project team members and overall team organization.

3. Specific project experience and client references, including participation of proposed team members

4. General capabilities, experience, and resources of the firm or team in required areas.

METHOD OF SELECTION

Proposals will be evaluated and interviews scheduled with selected firms in accordance with "Contracting for professional services" method of selection outlined in the Code of Newport News, Virginia Section 2-570-1. Details can be accessed at:
http://www.nngov.com/purchasing/resources/purchasingcode

AWARD

Award will be made in accordance with Code of Newport News, Virginia Section 2-570, Award. Award shall be made to the responsible offeror whose proposal is determined in writing to be the more advantageous to the city, taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the City. The award shall be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of Award may also appear on the purchasing website: www.nngov.com/purchasing

QUESTIONS

Questions regarding this RFP should be directed to the Department of Purchasing, Marie-Therese (Mimi) M. Gartner by email: mgartner@nngov.com or facsimile (757) 926-8038, *not less than five (5) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

DIRECT CONTACT

Direct contact with any City employee, including the Department of Public Utilities (Waterworks) without the expressed permission of the Director of Purchasing or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.

DEBRIEFING

The City Code requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the purchasing department for public review. Request a review time during normal business hours, 8 – 5, Mon-Fri.

TRADE SECRETS / PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the, offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not "proprietary" or "confidential"*. They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark one:

( ) **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

( ) **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled "PROPRIETARY INFORMATION" in red ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary.**

_____

_____

_____

_____

_____

_____