



Request for Proposals

LAKE MAINTENANCE SERVICES

RFP #2010-1877-0905

August 27, 2009

City of Newport News, Dept. of Purchasing
2400 Washington Avenue, 4th Floor, City Hall
Newport News, VA 23607

Phone: (757) 926-3783/ 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, until the time and date shown below (local prevailing time), for furnishing the services described in the solicitation.

Scope of Work: To establish a contract for Lake Maintenance Services which may include various services such as **chemical applications, aerator installation, inspection and maintenance, removal of vegetation and debris, aquatic vegetation planting, and dredging and clearing** on an as-needed basis.

Proposals Due: Septemeber 28, 2009 at Close of Business

Contract Officer: _____
Ayana Fields, Buyer II, (757) 926-3873

AN ORIGINAL AND SIX (6) COPIES OF YOUR SUBMITTAL IS REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the services requested and certifies 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.: _____

Email address _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

This form must be signed. All signatures must be original and not photocopies.

I. Conditions and Instructions

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, which will be made a part of the proposal. All proposals must be submitted in a sealed package, 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, electronic and verbal offers will not be accepted.
3. Prices shall include all delivery, set-up fees, and 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 of Newport News reserves the right to procure the 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 of Newport News' 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 of Newport News, 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. If you do not answer this Request for Proposals, please advise this office that you don't intend to respond and state the reason. Otherwise your name may be removed from our mailing list.
10. 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.
11. 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.
12. **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.

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.

This public body does not discriminate against faith-based organizations

13. Direct contact with any City Department other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the Director of Purchasing or their representative.
14. Assignment of Contract: A contract shall not be assignable by the Offeror in whole or in part without the written consent of the City of Newport News.
15. 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 Offeror 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.
16. 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.
17. If you have obtained this proposal from our home page or from a source other than directly from the City of Newport News or from demandstar.com, you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the offeror's responsibility to check with our office prior to submitting your bid to ensure that you have a complete, up-to-date package.

The original copy maintained at our offices, in the proposal file folder, shall be considered the official copy. In the case of any inconsistency between 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 proposal.

18. Questions

Submit questions regarding the RFP in writing to Ayana Fields, Buyer II, no less than five (5) days prior to the closing date of the Request for Proposal. Questions may be transmitted by facsimile (757) 926-8038 or email afields@mngov.com.

It is the policy of the City of Newport News to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. The Offeror is requested indicate how such businesses shall be utilized in the performance of this contract.

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Since it is the intent of the City to promote small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE), you are **requested** to report the percentage of dollars which will be **sub-contracted** to each of the business classifications pertaining to this contract. If you should sub-contract with SBE's, MBE's and WBE's, list the dollar figures separately for each general classification.

This will enable the City to track the amount of business the City does with small, minority and women-owned businesses. Without your cooperation it would be very difficult to fully understand the City's performance in this important segment of the market. Indicate your figures below and return this form to the Purchasing Department **with your proposal response package.**

If you are not subcontracting, even if you are a S/M/WBE, put zeros in the spaces below.

% of SBE Dollars to be Sub-contracted % _____

% of MBE Dollars to be Sub-contracted % _____

% of WBE Dollars to be Sub-contracted % _____

Anti-Collusion Certification

The offeror certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product 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 or firm engaged in the same line of business or commerce. The offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The offeror also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

Signed: _____

Date: _____

Scope of Services

Annual Contract for Lake Maintenance Services

I. BACKGROUND

The City of Newport News seeks expressions of interest and qualifications for an annual contract to provide Lake Maintenance Services that may include but not be limited to, chemical applications, aerator installation, inspection and maintenance, removal of vegetation and debris, aquatic vegetation planting, and dredging and clearing or other services required for Lake Maintenance. It is the intent to of the City to award services for a period of one (1) year with an option to renew the contract on annual basis for up to five (5) additional years as deemed in the best interest of the City.

Applicants are required to be a licensed chemical applicator and possess extensive knowledge of aquatic vegetation, invasive species, water chemistry, non-point source pollution, and aeration equipment and maintenance. Credentials in Environmental Science, Biology, Oceanography, Ecology or closely related field are preferred.

Services awarded the provider will be based on project specific requirements that will be negotiated on a case-by-case basis from a fee schedule to be submitted and approved by the City upon initiation of the contract. The fee schedule shall detail rates for various activities and shall remain for the initial year of the contract.

The City reserves the right to utilize other providers for Lake Maintenance services and is not obligated to award any or all services to the annual contract provider. The City makes no commitment or guarantee as to the value of services awarded.

The services to be provided generally consist of those common to BMP and Stormwater Lake Maintenance deemed necessary by the City for specific projects. All work shall be performed under the guidance and supervision of Stormwater Management's Environmental Scientist.

The City shall advise the provider of the need for services and shall furnish details of the project for which services are being solicited. The provider shall consult with the City on the Lake Maintenance requirements of the project and using sound environmental and engineering judgment make recommendations for a proposed scope of work. The provider's proposal shall also include a detailed fee for services using rates established in the approved fee schedule along with a schedule for completing the services.

II. SUBMITTAL REQUIREMENTS

- ◆ Description of the firm and statement of qualifications. Supporting documentation relative to the firm’s experience accomplishing the work described in the Scope of Services.
- ◆ Names and Qualifications of personnel likely to be assigned project tasks.
- ◆ Names and qualifications of other consultants or subcontractors who may be utilized to accomplish project scope of services.
- ◆ Policy on, and the number of minority or small businesses used in the performance of services within the last 24 months.
- ◆ Proposed method of escalation/de-escalation of rates on fee schedule for services for renewal option years 1-5.
- ◆ References for other annual service Lake Maintenance contracts held by the provider.
- ◆ Description of the firm’s ability to respond to requests in a timely manner.

III. EVALUATION CRITERIA (Listed in Order of Importance)

- ◆ Qualifications and experience of personnel likely to be assigned project related tasks.
- ◆ Qualifications and experience of firm.
- ◆ Location of firm and ability to respond to requests in a timely manner.
- ◆ References.
- ◆ Fee schedule, rates

IV. EVALUATION PROCEDURES

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the “other than professional services” method of selection outlined in the Code of Newport News, Virginia Section 2-570-2. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals (RFP). Interviews shall then be conducted with selected offerors. After interviews and negotiations have been completed, the City shall select the offeror, which, in its opinion, has made the best proposal, and shall award the contract to that offeror.

Should the City determine that only one offeror is fully qualified or that one offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that offeror.

V. AWARD

Award will be made in accordance with Section 2-570, Award of the Newport News City Code. Award shall be made to the responsible offer 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

The right is reserved to accept or reject any or all submittals in whole or in part and to waive any informalities in the RFP, and to enter into any contract deemed to be in the best interest of the City of Newport News.

Debriefing: The entire RFP file, including ratings and justifications of award, will become public information and be available for review only after an award is made.

VI. Proposal Preparation and Submission Requirements:

General Requirements:

1. **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and six (6) copies of each proposal must be submitted. No other distribution of the proposal shall be made by the Offeror.
2. **Proposal Preparation:**
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

c. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

d. Ownership of all data, materials and documentation originated and prepared for the RFP shall belong exclusively to the City of Newport News and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 11-52D of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material should be submitted in a separate sealed envelope and marked proprietary. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

e. Specific Proposal Requirements: Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. The original RFP document, completed and signed as required.
2. Responses to each item of the Questionnaire.

VII. CONTRACT PERIOD

The contract period will be the remainder of fiscal year 2010 ending June 30, 2010, with the option to renew, at the City's discretion, for five (5) successive (1) year periods. Written notice of intent to renew may not be required. Issuance of a purchase order shall constitute exercise of the renewal option.

VIII. Cancellation of Contract

The City of Newport News may cancel the contract with the contractor at any time by giving thirty (30) days written notice. The contract may be canceled without notice for vendor non-performance. Cancellation shall not release the vendor from legal remedies available to the City.

If applicable, the Contractor may not cancel the award during the initial contract term, but may, upon sixty (60) days written notice to the City, cancel the contract during subsequent terms. Contractor shall not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

IX. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the City of Newport News. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the City with the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

X. Method of Payment

Unless otherwise negotiated, payment will be made upon completion/delivery of project, with Invoice Terms of Net 30.

XI. Trade Secrets/Proprietary Information

Trade Secrets or Proprietary information submitted by a bidder, 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 bidder, 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. 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 for why the information is considered a trade secret and/or proprietary information. **Do Not Mark the Whole Proposal Proprietary.**