



City of Danville, Virginia

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Danville, VA 24543

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Danville, VA 24541

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Request for
Proposal RFP
FY22/23-056
“Modifications to automatic gate systems
for the Danville Regional Airport”

1.0 GENERAL CONDITIONS

1.1 INTENT

It is the intent of this RFP to secure a contractor to complete services as outlined in Section 4.0, Scope of Services.

1.2 DEADLINE

**Sealed proposals shall be submitted no later than January 26, 2023
at 5:00 p.m.**

City of Danville Purchasing
Department 427 Patton Street
Danville, Virginia 24541

1.3 GENERAL MEETING

All interested contractors are invited to attend a public meeting to be held at the Danville Regional Airport, Eastern Conference Room at 424 Airport Drive, Danville, Virginia 24540 at 10:00 A.M. on Wednesday, January 18, 2023. Representatives of the City will be on hand to answer any questions.

1.4 QUESTIONS

Any questions concerning this Request for Proposal should be directed to Carol Henley, Division Director of Purchasing, at 434-799-6528, option 3 or email: purchasing@danvilleva.gov

1.5 CODE COMPLIANCE

This procurement process is governed by the "PROCUREMENT CODE OF THE CITY OF DANVILLE, VIRGINIA". Copies of the Procurement Code may be obtained by writing the City of Danville Purchasing Department, P.O. Box 3300, Danville, Virginia 24543. The City does not discriminate against faith-based organizations.

1.6 EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follow:

- 1.6.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor also agrees to post in conspicuous place, available to employees and applicants for employment, notices setting for the provisions for this nondiscrimination clause.
- 1.6.2 The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.
- 1.6.3 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.
- 1.6.4 Notices, advertisements, and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purposes of meeting the requirements of this section.
- 1.6.5 Will include the provisions of the foregoing paragraphs in every subcontract or purchase order of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

1.7 CONFIDENTIAL INFORMATION

All proposals shall be held in confidence until award.

1.8 ELIGIBILITY

Proposals will only be accepted from contractors who are actively engaged in the type of service called for in the RFP.

No proposal will be accepted from, or contract awarded to any person, contractor or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligations to said City or had failed to perform faithfully any previous contract with the City.

1.9 VERIFICATION

Offenders will fully inform themselves as to conditions, requirements, and specifications before submitting their proposal. Failure to do so will be at the offerors' own risk and they cannot secure relief on plea of error. Neither law nor regulations make allowance for error of omission or concession on the part of offerors.

1.10 INCURRING COSTS

All costs incurred in the preparation and submission of proposals will be borne by the offeror.

1.11 ECONOMY OF PREPARATION

Proposal documents must be prepared simply and economically, providing a straightforward, concise delineation of capabilities proposed to satisfy the requirements of the RFP. Unnecessarily elaborate brochures or other presentations are not required. Completeness and clarity of content must be emphasized. All brochures, presentation and items submitted in support of proposals will become part of the Contract.

1.12 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn in person by an authorized representative of the offeror or by written notice received at any time prior to the closing date and time specified.

1.13 AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers.

OFFERS THAT DO NOT TIMELY ACKNOWLEDGE RECEIPT OF SOLICITATION AMENDMENTS BY ONE OF THE FOLLOWING METHODS MAY BE REJECTED:

1.13.1 By returning one signed copy of the amendment.

1.13.2 By acknowledging receipt of the amendment on at least one signed copy of the offer that is submitted.

1.13.3 By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

1.14 PROPOSALS BINDING SIXTY (60) DAYS

Unless otherwise specified all formal proposals submitted shall be binding for sixty (60) calendar days following the closing date unless extended by mutual consent of both parties.

1.15 PERMITS

The Contractor shall, at his own expense, secure any business or professional licenses, permits or fees required by the City of Danville or Commonwealth of Virginia.

1.14 TERMINATION

After giving the Contractor seven (7) days written notice, the City may without breach terminate the services of the Contractor at any time and may finish the work by whatever method it may deem expedient.

1.16 FUNDING

Project funding will be provided exclusively by the City of Danville, Virginia.

2.0 CODE & STANDARDS

2.1 All design shall be performed by the Contractor in accordance with the current rules, regulations, requirements and standards of the State Board of Contractors, Professional Contractors, Land Surveyors and Certified Landscape Contractors of the Commonwealth of Virginia, and all applicable provisions of the Code of Virginia (1950), as amended.

2.2 The Contractor, its officers, agents, employees, and any subcontractors, in the performance of this Agreement shall comply with all applicable statutes and laws of the United States and the Commonwealth of Virginia, the Charter and ordinances of the City of Danville, and the applicable rules and regulation of the agencies of each.

3.0 BACKGROUND

3.1 The Danville Regional Airport is located at 424 Airport Drive in Danville, Virginia. The airport is seeking to complete modifications related to four (4) different automatic gates and their access systems to improve operational reliability. The gate locations are identified in an exhibit that is included in the Appendix of this RFP document.

3.2 The automatic gates have not operated in a reliable manner and the airport desires contractors to offer proposals to improve the reliability for these gates.

- 3.3 The four gates to be modified are located at the following sites: **1)** Airport Fire Station -(**Gate #23**), **2)** Between the Civil Air Patrol Building and the Averett Flight Center Building – (**Gate #1**), **3)** At the intersection of Airport Drive and Stinson Drive – (**Gate #6**) and **4)** At Airport Road on the south side of the T-hangar building area (**Gate #8**).
- 3.4 It is anticipated that a notice to proceed for the project will be issued by the end of February 2023.

4.0 SCOPE OF SERVICES TO BE PROVIDED BY THE CONTRACTOR

Elements of Work:

- 4.1 The contractor is responsible for successfully completing the installation of proposed improvements related to improving gate access reliability.
- 4.2 The contractor should identify recommended modifications in their proposal to improve operational reliability including the possible replacement of existing hardware.
- 4.3 All necessary hardware and labor requirements to complete proposed improvements by the contractor should be included with the contractor's pricing.
- 4.4 The security contractor is to acquire all necessary licenses and permits for the project.
- 4.5 Throughout the installation process, the security contractor is also responsible for reviewing the progress of the project with city's project representatives.
- 4.6 All gate operator and access system modifications should be completed within 180 days of notice to proceed for the project based on recommendations that are identified in the contractor's proposal and approved by the Danville Regional Airport.

5.0 CONTRACTOR'S RELATIONSHIP TO THE CITY

5.1 INDEPENDENT CONTRACTOR

It is expressly agreed and understood that the Contractor is in all respects an independent Contractor as to the work and is in no respect any agent, servant, or employee of the City. The contract specifies the work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor.

5.2 SUBCONTRACTING

Contractor may subcontract services to be performed hereunder with the prior approval of the City, which approval shall not be unreasonably withheld. No such approval will be construed as making the City a part of, or to, such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite any such subcontracting the City shall deal through the Contractor, and subcontractors will be dealt with as representatives of the Contractor.

5.3 NOVATION

The Contractor shall not assign or transfer, whether by as Assignment or Novation, any of its rights, duties, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing bond may be made without the consent of the City. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, contractors or corporations rendering such labor or services or supplying such materials, tools and equipment.

5.4 CITY REPRESENTATIVE

Unless provided otherwise elsewhere in this document, the Contract Administrator is hereby authorized to act on behalf of the city as to all matters relating to any Contract and/or services being performed hereunder. The Contract Administrator shall decide any and all questions, which may arise as to the quantity, character and quality of services performed or to be performed pursuant to any contract.

6.0 RESPONSIBILITIES OF THE CITY

- 6.1 The City designates Marc Adelman, Transportation Services Director to act as its representative with respect to the services to be rendered under any subsequent Agreements. Such person shall have complete authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to the Contractor's services for the Project.
- 6.2 Assist the Contractor by placing at his disposal all available information pertinent to the Project; all of which the Contractor may rely upon in performing his services under this Agreement.
- 6.3 Guarantee access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform his service under this Agreement.
- 6.4 Furnish all required approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 6.5 Give prompt written notice to the Contractor whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Contractor's services.

7.0 SUPPLEMENTARY CLAUSES

7.1 Drug Free Workplace

During the performance of this contract, the contractor agrees to:

- A. Provide a drug-free workplace for the contractor's employees
- B. 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.
- C. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

"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 chapter, 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.

7.2 Guaranty

- A. The Contractor shall guarantee that all the materials used, and all the work done under the contract shall fully comply with the requirements of the plans and specifications and the instructions of the City.
- B. All expenses covering return or replacement of defective or improper equipment or merchandise will be assumed by the Contractor. In no instance shall the contractor refer the City to any distributor or manufacturer for settlement of any claim arising from defective or improper equipment or merchandise. If the Contractor shall fail to replace or repair any defective or improper equipment or merchandise within thirty (30) days from date of notice, the City may make the necessary corrective arrangements and charge the cost to money due the Contractor or bill the Contractor. The Contractor agrees to reimburse the City in such instances. Samples of any warranties which will apply to the goods being offered for sale shall be included as part of the bid.
- C. Any defects in the completed work or failure of the construction to fully perform or endure the service for which it is intended, which in the opinion of the City are caused by or due to the use of materials, skill or workmanship not in compliance with the said plans, specifications and instructions, that may appear in the work within a period of twenty-four (24) months after acceptance by the City shall be regarded as prima facie and conclusive evidence that the Contractor has failed to comply with the said specifications, plans, and instructions. The Contractor in this event, shall at his own expense, at such time and in such manner as the Engineer may direct, repair, or take up and reconstruct any such defective work, in full compliance with the original specifications, plans, and instructions. The repairs required to be made by the Contractor shall extend only to making good an inherent defect which become manifested in the materials and workmanship under ordinary conditions and shall not be held to cover any breakage or damage caused by improper use or by accident resulting from circumstances over which the Contractor has no control.

7.3 Indemnification

- A. The Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its agents, officials and employees in consequence of the granting of this contract or which may in anyway result therefrom, whether or not it shall be alleged or determine that the act was caused through negligence or omission of the Contractor or his employees, or of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Contractor shall, at his own expense, satisfy and discharge the

same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City, its agents, officials, and employees as herein provided. The Contractor shall have charge and control of the entire work until its completion and acceptance by the City.

- B. The Contractor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and acceptance of the same by the City.
- C. The Contractor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement by reason of injuries to persons and damage to property, buildings, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.
- D. The Contractor shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes.

7.4 Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

- A. Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case of such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

B. Comprehensive General Liability Insurance: The Contractor shall maintain during the life of this Contract comprehensive general liability insurance as shall protect him, the City of

Danville and its offices, agents and employees, and any Subcontractors performing work covered by this Contract from claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall not be less than a combination single limit of \$1,000,000 per occurrence on bodily injury and property damage and \$1,000,000 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

- Comprehensive
- Premises - Operation
- Products/Completed Operations Hazard
- Contractual Insurance
- Underground Hazard
- Explosion & Collapse Hazard
- Independent Contractor and Subcontractor
- Broad Form Property Damage
- Personal Injury
- Builders Risk

C. Automobile liability insurance minimum combined single limits of \$1,000,000 for any one person, and subject to the same limit for each person, \$1,000,000 on account of any one accident. This insurance shall include bodily injury and property damage for the following vehicles:

- Owned Vehicles
- Non-owned Vehicles
- Hired Vehicles

D. Umbrella Policy. At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.

E. All policies shall name the City of Danville, its officers, agents, and employees, as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto), which will be provided to the City. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Director of Purchasing.

F. Written evidence of the insurance required herein shall be filed with the City not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Director of Purchasing.

7.5 Interpretation

- A. If any person contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the Invitation for bid or other documents, he should submit a written request for an interpretation thereof to the Engineer and received at least four (4) days before bid deadline. An interpretation of the bid invitation document will be made only by written addendum issued to each potential bidder. THE CITY WILL NOT BE RESPONSIBLE FOR EXPLANATIONS OR INTERPRETATIONS OF BID INVITATION DOCUMENTS EXCEPT AS ISSUED IN ACCORDANCE HEREWITH. The Bidder shall acknowledge receipt of all addenda in the Proposal.
- B. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- C. If during performance of the Work, the Contractor finds a conflict, error or discrepancy in the Contract Documents, the contractor shall so report to the Engineer in writing at once before proceeding with the work affected thereby and shall obtain a written interpretation or clarification from the Engineer. In resolving such conflicts, errors and discrepancies, the Documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Instruction to Bidders, General Conditions, Proposal and Specifications/Drawings. Figure dimensions on Drawings shall govern over scale dimensions and detailed drawings shall govern over general drawings.

7.6 Limitations of Work Area

- A. The Contractor shall be limited to a specific area for storage of equipment, supplies, and building materials. This area shall be designated by the City and established during the Pre-construction conference.
- B. Parking area for employees of the Contractor shall be designated in the vicinity of the project, and it shall be the responsibility of the Contractor to require his personnel to park in this designated area and not any area which may interfere with the normal operations in and around the construction area or with access and use of the facility by the City.

7.7 Novation

The Contractor shall not assign or transfer, whether by an Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing bond may be made without the consent of the City. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools, and equipment.

7.8 Observance of Laws

The Contractor at all times shall observe and comply with all Federal, State and City laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work materials, employees or contract. The contractor does not and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

7.9 Patents

The Contractor agrees to indemnify and save harmless the City, and all personnel from all suits and actions of every nature and description brought against them or any of the, for or on account of the use of patented appliances, products, or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the City as necessary requirement in connection with the final execution of any contract in which such patented appliances, products, or processes are used.

7.10 Performance

In case of default by the Contractor, the City may procure the commodity or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

7.11 Permits

The Contractor shall, at his own expense, secure any business or professional licenses, permits or fees required by the City of Danville, Commonwealth of Virginia or any other requesting agency having jurisdiction.

7.12 Safety

- A. All practices, materials and equipment shall comply with the Federal Occupational Safety and health Act, as well as any pertinent Federal, State and/or local Safety or Environmental Codes.
- B. Construction site safety is the responsibility of the Contractor.

7.13 Specifications and Product Description

When brand names, model numbers, trade names, catalog number or cuts are listed, they are, unless otherwise specified, included for the purpose of furnishing bidders with

information concerning the style, type or kind of article desired and a bidder may offer an article which he certifies to be equal in quality, performance and other essential characteristics. Any available printed material or literature which describes the product being offered for sale shall be included with the bid. The City shall be the sole judge of suitability of substitutes offered. When a formal numbered specification is referred to in this invitation, no deviation will be permitted and the bidder will be required to furnish articles in conformity with that specification.

7.14 Subcontracts

- A. No proposed subcontractor shall be disapproved by the City except for cause.
- B. The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced in this Contract.
- D. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.
- E. Payments to subcontractors
 - 1. The contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by the City of Danville for work performed by the subcontractor
 - a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract.
 - b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 - 2. Individual Contractors shall provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
 - 3. The contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the City of Danville for work performed by the subcontractor, except for amounts withheld as allowed in subdivision 1.

4. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month." The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the City of Danville. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

7.15 Suspension of Work

The work may be suspended by the City when deemed in the best interest of the City.

7.16 Termination

If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the completion of said work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry out the work in an acceptable manner, the City shall give notice in writing to the Contractor and his surety of such failure, delay, neglect, refusal, or default, specifying the same and if the contractor, within a period of seven days after such notice, shall not proceed in accordance therewith, then the City Manager acting for and on behalf of the City shall, upon receipt of a written certificate from the Engineer of the fact of such failure, delay, neglect, refusal, or default and of failure of the Contractor to comply with such notice, have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract, and the City Manager at this option may call upon the surety to complete the work in accordance with the terms of this contract or may have the City take over the terms of this contract or may have the City take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the City and may complete the work by or on its own employees, or may enter into a new contract for the completion of the work, or may use such other methods as in the opinion of the City Manager shall be required for the completion of the work in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this contract.

In case the expense so incurred by the City shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the City, then the Contractor shall be entitled to receive the difference, subject to any claims of liens thereon which may have been

filed with the City or any prior assignment filed with it. In case such expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay the City the amount of such excess.

7.17 Work Changes

- F. The City without invalidating the contract, and without notice to any surety, may order changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions, providing the total amount added or eliminated does not exceed twenty-five percent (25%) of the total contract price, or \$50,000, whichever is greater. All such changes in the work shall be authorized by change order and shall be executed under the applicable conditions of the contract documents.
- G. The cost or credit to the City resulting from a change in the work shall be determined by unit prices subsequently agreed upon or by mutual acceptance of a lump sum properly itemized, or based on cost of Work plus a Contractors Fee for overhead and profit as determined below.
- H. Should concealed conditions encountered in the performance of the work below the surface of the ground or hidden in existing structures be at variance with the conditions indicated by the contract documents, the contract price may be equitably adjusted by change order upon claim by either party and approval of the other party, made within either party and approval of the other party, made within twenty (20) days after the first observance of the conditions.
- I. The Contractor shall promptly, and before such conditions are disturbed, notify the Project Manager in writing of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The Project Manager shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of this contract, and equitable adjustment shall be made, and the contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; or unless the Project Manager grants a further period before the date of final payment under the contract.

8.0 EVALUATION PROCEDURE

Each proposal will be evaluated based on the following:

- 8.1 Overall qualifications of the contractor including key personnel assigned to project. (25%)
- 8.2 Prior experience of the contractor with similar projects. (25%)
- 8.3 Proposed recommendations to improve operational reliability for the automatic gates. (20%)
- 8.4 Total price identified by contractor to complete the project based on a proposed approach to improve operational reliability. (30%)

9.0 AWARD PROCEDURES

- 9.1 A selection committee shall review the proposals submitted. After each proposal has been evaluated based on the Contractor's approach to meeting the City's needs, short listing procedures will narrow the list of candidates to the two or more best qualified contractors.
- 9.2 Negotiations shall then be conducted beginning with the contractor ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror.
- 9.3 The Contractor will be expected to initiate work on the project within five (5) days of the execution of a contract.
- 9.4 The City reserves the right to reject any or all proposals submitted, and to waive any informality in the proposals. The right is also reserved to award the contract where it appears to be in the best interest of the City of Danville.

10.0 PROPOSALS: What to submit (3 copies required)

10.1 LETTER OF TRANSMITTAL

Limit two (2) pages. Make a positive commitment to perform the required work within the time requested. Also, give the name(s) of the person(s) who will be authorized to make representation for your company, their title, and telephone number

10.2 CONTRACTOR EXPERIENCE

Indicate prior experience of your company in performing work of this nature (include references). Provide resumes for key personnel who would be assigned to this project and subcontractors that will be involved with the project. The general contractor should identify whether any subcontractor is a Disadvantaged Business Enterprise (DBE). Contractors are encouraged to obtain DBE participation with this project.

10.3 APPROACH

Indicate your understanding as to the scope of the work requested and describe your proposed approach and give specific illustrations of the procedures and strategies to be employed to include possible hardware that would be installed or replaced to support project goals. Contractors should also identify whether the proposed approach would include possible change order requests and if so, under what conditions.

10.4 SPECIAL WORK

Indicate any special work your contractor perceives as potentially necessary to successfully complete the project.

10.5 PRICE

Identify pricing for your firm to complete the project as specified.

10.6 PROPOSED PROJECT SCHEDULE

RFP Released	December 29, 2022
Proposal Deadline	January 26, 2023
Interviews (If desired)	February 8, 2023
Award of Contract	February 22, 2023
Notice to Proceed	February 28, 2023
Substantial Completion	June 30, 2023
Final Acceptance of Project	September 29, 2023