



# CITY OF SUFFOLK

## Purchasing Division

P.O. Box 1858, Suffolk, VA 23439-1858; T (757) 514-7520; Fax (757) 514-7524

## REQUEST FOR PROPOSAL

### Vending Services 2012

ACCEPTANCE DATE: Prior to 5:00 p.m. March 1, 2012 "Eastern Standard Time"

RFP NUMBER: 2012-00060

ACCEPTANCE PLACE: Purchasing Division, Room 105  
441 Market Street  
Suffolk, Virginia 23434

Requests for information related to this Invitation should be directed to:

Ivy G Crawford, Buyer I

(757) 514-4015

Email address: [icrawford@suffolkva.us](mailto:icrawford@suffolkva.us)

This document can be downloaded from our web site:

[www.suffolkva.us](http://www.suffolkva.us)

Issue Date: February 10, 2012

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

**If you have obtained this bid document from the City's website or a source other than the City of Suffolk, contact the Purchasing Division prior to submitting your bid to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if the bidder is not listed as a prospective bidder.**

**REQUEST FOR PROPOSAL**

**Vending Services 2012**

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Prepared by Ivy G. Crawford, VCA  
Buyer I

Date: February 10, 2012

## 1.0 PURPOSE

The intent of this Request for Proposal is to obtain annual vending services for various City departments and locations. It is the City's intent to provide a wide selection of vending services at low cost to employees, as well as visitors to City offices, for items such as sodas (regular and diet), water, snacks, healthy snacks, candy bars, and juices.

The minimum offer which will be accepted by the City shall be a duplication of product types now being offered at each location. Proposals shall be limited to current space and utility allocations. Offers restricted to a single bottling company or single snack manufacturer may not be viewed as favorably as offers with more variety; the City reserves the right to establish more than one contract for any location if, in the City's sole opinion, such contract would better serve the patrons.

## 2.0 COMPETITION INTENDED

It is the City's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than five (5) days prior to the date set for acceptance of proposals.

## 3.0 SCOPE OF WORK

The City of Suffolk currently has vending machines and related services at the following locations. The listing includes the type of machine(s) at each location, as well as sales generated January 1 through December 31, 2011.

	<u>Location</u>	<u>Type of Machine</u>	<u>Annual Sales</u>
1.	Public Utilities Maint. Shop 110 Dill Road	Can/bottle machine	\$ 702.65
2.	Booker T. <span style="border: 1px solid black; padding: 2px;">Removed from Service</span> 204 Walnut	line	\$4,026.70
3.	Public Utilities 248 Benton Road	Snack machine Can/bottle machine	\$1,041.20
4.	Mack Benn Rec Cntr 1253 Nansemond Parkway	Bottle machine Snack machine	\$3,132.88 \$5,061.40
5.	Animal Control Facility 124 Forest Glen Drive	Snack machine	\$ 338.35
6.	Fleet Management Facility 120 Forest Glen Drive	2 Bottle machines 1 Snack machine	\$3,907.27 \$4,634.35

7.	Community Development 441 Market Street	Bottle machine Snack machine	\$1,397.10 \$1,530.70
8.	Municipal Bldg. (1 <sup>st</sup> Floor) 441 Market Street	Bottle machine Snack machine	\$2,368.55 \$2,560.00
9.	Municipal Bldg. (2 <sup>nd</sup> Floor)	Can machine	\$ 543.70
10.	Human Resources Bldg. 440 Market St. (1 <sup>st</sup> Floor)	Bottle machine Snack Machine	\$2,035.45 \$1,754.45
11.	Health & Human Services 135 Hall Ave	Bottle machine Snack machine	\$2,009.60 \$1,768.70
12.	Public Works Dept. 277 Pine Street	Bottle machine Snack machine	\$2,007.51 \$2,655.20
13.	Morgan Memorial Library 443 W. Washington Street	Can machine Snack machine	\$ 860.60 \$ 769.50
14.	Godwin Courts Complex 150 N. Main Street	4 Can/Bottle machines Snack machine	\$3,298.03 \$ 541.25
15.	Water Treatment Facility Bob House Parkway	Bottle machine Snack machine	\$ 611.55 \$1,395.00
16.	Public Utilities Dept. 1258 Holland Road	Bottle machine Snack machine	\$1,121.25 \$ 856.10
17.	Police Administration Bldg	Snack/Can Combo	\$4,260.95
18.	Kings Fork Rec Center 350 King's Fork Road	Bottle machine Snack machine	\$ 187.58 \$2,587.40
19.	Parks & Rec. Dept. 110 Finney Avenue	Bottle machine Snack machine	\$ 709.15 \$ 677.85
20.	Suffolk Executive Airport 1200 Gene Bolton Drive	Bottle machine Snack machine	\$ 668.85 \$ 764.35
21.	Creekside Rec Center 1000 Bennett's Creek Rd.	Bottle machine Snack machine	\$2,326.00 \$5,094.30
22.	Public Works Road Maint. 866 Carolina Road	Bottle machine Snack machine	\$1,756.60 \$1,702.10
23.	North Suffolk Public Library 2000 Bennett's Creek Rd.	Bottle machine Snack machine	\$3,432.90 \$3,502.55
24.	East Suffolk Rec Cntr 134 S 6 <sup>th</sup> Street	2 soda machines 2 snack machines	\$7,884.25 \$5,615.90

25.	Public Works Streets 6750 Brentwood Road	Bottle machine Snack machine	\$1,055.70 \$ 685.80
26.	Public Works Streets 5881 Whaleyville Blvd	Bottle machine Snack machine	\$1,529.65 \$1,240.10

The quantity and types of machines reflects the City's current use. The quantities and/or types of machines required may change depending on the addition/deletion of office space, population shifts, etc.

The City currently receives fifteen percent (15%) commission of the monthly revenues.

The Contractor shall base his/her proposal, as a minimum, on the following requirements:

- a. Install vending machines similar to the types and quantities described herein at the locations listed in Section 3.0. The City shall have the right to add or delete machines and/or location(s) by giving thirty (30) days written notice. Machines shall have minimal display lights in order to consume the least amount of power possible.
- b. The Contractor shall provide machines which offer a product selection capacity in substantial accordance with the following, unless facility vending area is restrictive:
  1. Snack machines must have a minimum of five (5) rows with each row having a capacity of five (5) chips/pastries or ten (1) candies/cracker or cookies and a selection of five (5) mints or gums. Machines shall offer a selection of items to include low or no fat items.
  2. Drink machines must include Coca Cola or Pepsi Cola (both brands preferred), a minimum of one diet cola, one caffeine free cola, a clear diet soda and one clear soda.
- c. The Contractor shall furnish, maintain, and properly service all machines to ensure that they are in good working order at all times that they meet the highest sanitary standards.
- d. The Contractor shall respond to requests for repair or service within twenty-four (24) hours.
- e. The Contractor shall establish and implement a system for keeping vending machines stocked regularly with items within expiration.
- f. Items shall be routinely inspected for freshness and quality; any outdated/damaged items shall be promptly removed.
- g. Healthy snacks and drinks, as well as diet and caffeine free drinks, shall be included to meet the special dietary needs of patrons.

- h. The installation (or removal) of any vending machines shall be coordinated with the Division of Purchasing and the using department.
- i. The prices of the products offered in the machines shall be established such that the City receives no less than an average monthly commission return of ten percent (10%) of the net sales. The Contractor shall guarantee firm pricing for a twelve-month interval; pricing may be adjusted to reflect changes in the wholesale cost of merchandise by providing thirty (30) days written notice. It is the desire of the City for pricing in the canned drink and snack machines to not exceed 85 cents per item.
- j. The Contractor shall provide a monthly statement to the City of Suffolk of the sales for each machine for the preceding month. Payment at the establish rate of return shall be made to the City of Suffolk not later than the tenth (10<sup>th</sup>) of each month. The Contractor shall be responsible for paying all taxes imposed upon the sale of such merchandise and shall obtain at his expense all required licenses and permits.

3.2. The City's responsibilities will be as follows:

- a. The City will promptly report any malfunctioning machines to the Contractor.
- b. The City will periodically survey City employees regarding their satisfaction with the vending services and provide feedback to the Contractor regarding areas that need to be improved or modified.

3.3. The Contract term shall begin May 1, 2012 and continue through April 30, 2013, subject to satisfactory performance of the work. The contract may be renewed for up to four (4) additional one-year periods. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the rates. Initial rates and subsequent renewal rates are guaranteed for twelve (12) months. Any increase in rates after the initial term or any renewal term shall be limited to the prior year's increase in the Consumer Price Index for all Urban Consumer (CPI-U) – Food and Beverages, (unadjusted for seasonal changes for the current twelve-month period). Price increases will be allowed as the result of increasing fuel costs.

#### **4.0 SPECIFIC PROPOSAL REQUIREMENTS**

Proposals should be as thorough and detailed as necessary to allow the City of Suffolk to properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items in the format provided as a complete proposal:

4.1 Selection of machines and products

- a. Provide a list (and corresponding descriptive literature) of the types of vending machines available. Include the capacity, machine size, and age of the machines.
- b. Provide a list of the manufacturers that supply products to your company. Provide a breakdown by chips, candy, pastries, sodas, bottled water, and fresh food.
- c. Provide examples of how your machines can offer a variety or combinations of products, such as bottled and canned beverages and/or multiple beverage products (i.e., Coke and Pepsi products in the same machine).

#### 4.2 Cost of items

- a. Provide a breakdown of the items to be offered, including the package size and the corresponding price.
- b. Is your company willing to provide fixed pricing for more than the initial one-year period?
- c. Provide a firm percentage rate to be returned as commission to the City on a monthly basis based on the gross proceeds from each machine.

#### 4.3 Accessibility and response time for repair and service, as well as the overall demonstrated ability to meet/exceed the requirements of the City.

- a. What is your company's typical response time to service a machine after receiving notice from your client that a repair is needed?
- b. What is your company's system for keeping vending machine stocked regularly with items within expiration?
- c. Provide a proposed transition plan that would be used in the event that your firm is awarded the contract. How would your firm coordinate with the current contractor to ensure that there is not a lapse in service?
- d. Overall, how does your company plan on meeting/exceeding the requirements of this RFP?

#### 4.4 Experience providing similar vending service

- a. Provide a brief overview of your company. State the number of years your company has been providing vending services.
- b. What is the current number of clients that your company has? State the region in which they are located. Also, specifically highlight if any of the clients are for government agencies.

- c. Provide a list of at least three (3) current references for whom similar vending services have been performed. The list shall include company name, person to contact, address, telephone number, length of service, and the number of machines provided. Failure to include references may be cause for rejection of the proposal as non-responsive.

## **5.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS**

### **5.1 Submission of Proposals**

Read the entire solicitation before submitting a proposal. Failure to read any part of this RFP shall not relieve any offeror from his or her contractual obligations. Be sure proposal container is completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance, and the title of the RFP. It is the responsibility of the offeror to insure proposals are received by the Purchasing Division BEFORE the hour specified on the acceptance date. Proposals may either be mailed to: P.O. Box 1858, Suffolk, Virginia 23439 or hand delivered to 441 Market Street, Room 105, Suffolk, Virginia 23434.

### **5.2 Addendum and Supplement to Request**

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the offeror to ensure that he has received all addendums prior to submitting a proposal. All addenda can be downloaded from [www.suffolkva.us](http://www.suffolkva.us).

### **5.3 Firm Pricing for City Acceptance**

Proposal pricing must be firm for City acceptance for 120 days from proposal receipt date.

### **5.4 Proprietary Information**

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

### **5.5 Authority to Bind Firm in Contract**

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided.



## 5.6 License Requirement

All firms doing business in the City of Suffolk are required to be licensed in accordance with the City of Suffolk business license ordinance.

Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260.

## 5.7 Preparation and Submission of Proposals

- a. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- b. All attachments to the Request for Proposal requiring executing by the firm are to be returned with the proposals.
- c. Proposals are to be returned in a sealed container. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal (i.e., RFP # 2012-00060, Vending Services, February 23, 2012 at 5:00 pm).
- d. It is the Offeror's responsibility that the proposals are received by the Purchasing Division BEFORE the hour specified on the opening date. Requests for extensions of this time and date will not be granted. Firms/companies mailing their proposals shall allow for normal mail time to ensure receipt of their proposals by the Purchasing Division prior to the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the City after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date as indicated on the electronic time/date stamp.
- e. Each firm shall submit one original and four (4) copies of their proposal (including price proposal) to the City's Purchasing Division as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

## 5.8 Withdrawal of Proposals

- a. All proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance.
- b. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

#### 5.9 Registering of Corporation

Any corporation transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733.

#### 5.10 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container. It is the offeror's responsibility to insure arrival prior to the acceptance time for the RFP.

#### 5.11 Rights of City

The City reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the City.

#### 5.12 Deviations from Scope of Services

If there is any deviation from that prescribed in the scope of services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The City reserves the right to determine the responsiveness of any deviation.

#### 5.13 Miscellaneous Requirements

- a. The City will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- b. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Purchasing Division will schedule the time and location for this presentation.
- c. The contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful firm will be expected to sign a contract with the City.
- d. The City reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the City.

#### 5.14 References

All offerors shall include, with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address and telephone number. Failure to include references may be ample cause for rejection of bid as non-responsive.

5.15 Exemption from Taxes

The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the City's tax exempt status will be furnished by City of Suffolk on request.

5.16 Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

5.17 Contact Policy

Questions related to bid submittals should be directed to:

Ivy Crawford, Buyer I  
(757) 514-4015  
icrawford@suffolkva.us

The Buyer I, Ivy Crawford, is the designated authorized spokesperson for the City of Suffolk with respect to this IFB. All questions should be directed to the Buyer's attention. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the City regarding this IFB. This prohibition shall also extend to the Suffolk City Council and locally elected officials. Any such unauthorized contact may disqualify the bidder from this procurement.

5.18 Inclement Weather/Closure of City Hall

If City Hall is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

5.19 Safety

All contractor and subcontractor performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be

held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

5.20 Taxes in Arrears

No bid or proposal will be accepted from or Contract awarded to any person, firm 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 obligation to the City.

## 6.0 CONTRACT TERMS AND CONDITIONS

### 6.1 Procedures

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Project Manager or his authorized representative(s). The firm shall not comply with requests and/or orders issued by other than the Project Manager or his authorized representative(s) acting within their authority for the City. Any change to the contract must be approved in writing by the Purchasing Agent and the Contractor.

### 6.2 Insurance

Contractor shall purchase and maintain the following insurance coverage:

- a. General Liability: Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.  
Minimum Limits  
General Liability:  
\$1,000,000 General Aggregate Limit  
\$1,000,000 Products & Completed Operations  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Each Occurrence Limit  
\$50,000 Fire Damage Limit  
\$5,000 Medical Expense Limit
- b. Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the offeror, his agents, representatives, employees or subcontractors.  
Minimum Limits  
Automobile Liability:  
\$1,000,000 Combined Single Limit  
\$1,000,000 Each Occurrence Limit  
\$5,000 Medical Expense Limit
- c. Workers' Compensation: Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.
- d. Coverage Provisions
  1. All deductibles or self-insured retention shall appear on the certificate(s).
  2. The City of Suffolk, its' officers/officials, employees, agents and volunteers shall be added as "**additional insured**" as their interests may appear. This provision

- does not apply to Professional Liability or Workers' Compensation / Employer's Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
  4. Shall provide 30 days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
  5. All coverages for subcontractors of the offeror shall be subject to all of the requirements stated herein.
  6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
  7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
  8. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
  9. The offeror shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
  10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval must be received from City's Risk Management Manager.

All coverages designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

### 6.3 Hold Harmless Clause

The Contractor shall, during the term of the contract, defend, indemnify and hold harmless the City of Suffolk from and against any and all losses, damages, claims, fines, penalties, suits and costs, including bodily injury or death of any person(s), or loss or damage to property, as well as fines, assessments and penalties imposed by any authority which may arise out of any violations of law by, and all acts and omissions of the Contractor, the Contractor's agents, employees occurring in connection with the products, completed operations, and other services covered herein.

#### 6.4 Anti-Discrimination

By submitting their bids, bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

In every contract over \$10,000 shall include the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. 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.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### 6.5 Notice of Required Disability Legislation Compliance

City of Suffolk government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, City of Suffolk, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.6 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by this City.

A copy of these provisions may be obtained from the Purchasing Agent upon request. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

6.7 Compliance with Federal Immigration Law

Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

6.8 Debarment Status

By submitting a bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

6.9 Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Suffolk all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Suffolk under said contract.

6.10 Waiver

The failure by one party to require performance of any provision of this agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of the agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

6.11 Drug-free Workplace

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 such prohibition; (iii) state in all solicitations or advertisements for employees placed by or 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 purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

6.12 Exemption from Taxes

The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the City's tax exempt status will be furnished by City of Suffolk upon request.

6.13 Faith-Based Organizations

City of Suffolk does not discriminate against faith-based organizations.

6.14 Modifications

There may be no modification of this contract except in writing executed by the authorized representative of the City and Contractor.

6.15 Invoicing and Payment

The firm shall submit invoices on a frequency to be determined, as agreed upon by the City, for each payment requested. Such statement shall also include a detailed breakdown of all charges.

All such invoices will be paid promptly unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:



City of Suffolk, Virginia  
Using Department  
P.O. Box 1858  
Suffolk, Virginia 23439

Upon acceptance of work, the City will render payment within forty-five (45) days of receipt of invoice. Interest shall accrue at the rate of one percent per month. Unless otherwise provided under the terms of this CONTRACT, interest for late payments shall not exceed one percent (1%) per month.

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.16 Payments to Subcontractors

Within seven (7) days after receipt of monies paid by the City for work performed by a subcontractor under this contract, the contractor shall either:

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this contract; or
- b. Notify the City and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item b above.

Payments to subcontractor shall be made in accordance with § 2.2-4354 of Code of Virginia (1950), as amended. Unless otherwise specified in the contract, interest shall accrue at the rate of one percent (1%) per month.

6.17 Assignment of Contract

The successful offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

6.18 Termination without cause

The CITY may at any time, and for any reason, terminate this Contract by written notice to CONTRACTOR specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to CONTRACTOR by certified mail/return receipt requested at the address set forth in CONTRACTOR's Bid Proposal or as provided in this Contract.

In the event of such termination, CONTRACTOR shall be paid such amount as shall compensate CONTRACTOR for the work satisfactorily completed, and accepted by the CITY, at the time of termination.

If the CITY terminates this Contract, CONTRACTOR shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the CITY any work completed or in process for which payment has been made.

#### 6.19 Termination with cause/default/cancellation

In the event that CONTRACTOR shall for any reason or through any cause be in default of the terms of this Contract, the CITY may give CONTRACTOR written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid/Proposal or as provided in this CONTRACT.

Unless otherwise provided, CONTRACTOR shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of CONTRACTOR to cure the default, the CITY may immediately cancel and terminate this CONTRACT as of the mailing date of the default notice.

Upon termination, CONTRACTOR shall withdraw its personnel and equipment, cease performance of any further work under the CONTRACT, and turn over to the CITY any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this CONTRACT may be immediately cancelled and terminated by the CITY and provisions herein with respect to opportunity to cure default shall not be applicable.

#### 6.20 Non-Appropriation Availability of Funds

It is understood and agreed between the parties hereto that the CITY shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this CONTRACT. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this CONTRACT, the CITY shall immediately notify CONTRACTOR of such occurrence and this CONTRACT shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to the CITY of any kind whatsoever.

#### 6.21 Record Retention/Audits

The contractor shall retain, during the performance of the contract and for a period of seven years from the completion of the contract, all records, including computerized records, pertaining to the contractor's proposal and any contract

awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; contract amendments; insurance documents; memoranda; and correspondence. Such records shall be available on demand and without advance notice during normal working hours.

The City may perform in-progress and post-contract audits of the contractor's records as a result of a contract awarded pursuant to this RFP. Such records shall be available on demand and without notice during normal working hours.

6.22 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.23 Applicable Laws

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia.

6.24 Changes and Additions

It shall be the responsibility of the Contractor to notify the City, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement will be negotiated and approved by the City, in writing.

It is understood and agreed to by both the City and the Contractor that such modifications or additions to this Agreement shall be made only by the full execution of the City's standard Agreement change order form. Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to this Agreement prior to the City's execution of its standard Agreement change order form shall be at the total risk of the Contractor and said work may not be compensated by the City.

6.25 Conflict of Interest

Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the City.

6.26 Responsibility of Contractor

The Contractor shall, without additional costs or fee to the City, correct or revise any errors or deficiencies in his performance. Neither the City's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be deemed a waiver of rights by the City, and the Contractor shall remain liable to the City for all costs which are incurred by the City as a result of the Contractor's negligent performance of any of the services furnished under this Agreement.

6.27 Controlling Law; Venue; Pending/during Litigation

This Agreement is made, entered into, and shall be performed in the City of Suffolk, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The Contractor shall not cause a delay in services because of the pending or during litigation proceedings, except with the express, written consent of the City or written instruction/order from the Court.

6.28 Compliance with State Law; Foreign and Domestic Business authorized to Transact Business in the Commonwealth (VPPA §2.2 – 4311.2)

A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. A public body may void any contract with a business if the business fails to remain in compliance with the provisions of this section.

*SIGNATURE PAGE*  
*(Submit with Proposal)*

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City of Suffolk and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City of Suffolk, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Suffolk.

By signature and tile, I hereby certify that I am authorized to sign as a Representative for the Firm and can bind the firm into a contract:

**Complete Legal Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Federal ID No.:** \_\_\_\_\_

**Telephone No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

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

**Offerers Shall Provide References On This Form.**

1. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_
2. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_
3. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_
4. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Person Quoting \_\_\_\_\_ Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Email address (for sending orders) \_\_\_\_\_

Identification number issued to it by the State Corporation Commission \_\_\_\_\_

I certify by my signature below that I have received the documents associated with this proposal and understand that the review for completeness of these proposal documents and the understanding and comprehension of the proposal specifications is solely my responsibility; based on this, by my signature below I waive all rights to future claims against the City of Suffolk that the documents were incomplete or not understandable.

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same equipment/materials/service and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the offeror.

I certify that the offeror represented herein is eligible to submit a proposal with respect to all applicable sections of State and Local Government Conflict of Interests Act, Code of Virginia, Section 2.1-639.1 et. seq.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures establish to implement this section is granted by the City Manager, as applicable.

If this quote for goods or services is accepted by the City of Suffolk, Virginia the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. \_\_\_\_\_ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's identification Number issued to it by the SCC is \_\_\_\_\_.

C. \_\_\_\_\_ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.**

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Offeror/Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

**RETURN THIS PAGE WITH COPIES OF DOCUMENTATION**



# ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

**ANTICOLLUSION CLAUSE:**

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF SUFFOLK HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

**DRUG-FREE WORKPLACE:**

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 SUCH 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 SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR 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.

**NONDISCRIMINATION CLAUSE:**

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
  - A. THE BIDDER, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT 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 THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
  - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
  - 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.
  - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

<b>Name and Address of Bidder:</b>	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: (    )	
Fax Phone Number: (    )	Title
FIN/SSN#:	

Is your firm a "minority" business?    Yes    No                      If yes, please indicate the "minority" classification below:  
 African American    Hispanic American    American Indian    Eskimo    Asian American    Aleut  
 Other; Please Explain: \_\_\_\_\_

Is your firm Woman Owned?    Yes    No                      Is your firm a Small Business?    Yes    No