



# CITY OF SUFFOLK

Finance Department/Purchasing Division

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

## REQUEST FOR PROPOSAL

### ARCHITECTURAL/ENGINEERING SERVICES POLICE ADMINISTRATION BUILDING EXPANSION

ACCEPTANCE DATE: Prior to 5:00 p.m., April 12, 2012 "Eastern Standard Time"

RFP NUMBER: 2012 - 00076

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

**PRE PROPOSAL CONFERENCE: March 27, 2012 @ 10:00 AM**  
(non-mandatory)  
Council Chambers  
441 Market Street, 2<sup>nd</sup> Fl.  
Suffolk, Virginia 23434

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

Linda S. Story, CPPB

Purchasing Agent

(757) 514-7523

Email address: [lstory@suffolk.va.us](mailto:lstory@suffolk.va.us)

This document can be downloaded from our web site:

[www.suffolkva.us/bids/index.jsp](http://www.suffolkva.us/bids/index.jsp)

Issue Date: 03/09/2012

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**

**ARCHITECTURAL/ENGINEERING SERVICES  
POLICE ADMINISTRATION BUILDING EXPANSION**

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Prepared By: Linda S. Story, CPPB Date: March 7, 2012  
Purchasing Agent

## **1.0 PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for Architectural/Engineering Services for the expansion of the Police Administration Building, located at the corner of Henley Place and West Washington Street, Suffolk, VA. The services shall consist of the design, preparation of construction documents, and contract administration. Offerors designated key personnel must have prior experience in their proposed role specifically with public safety or municipal projects of the service represented herein.

## **2.0 PROJECT**

The project will be the design of an approximately 10,000 square foot addition to the west side of the existing Police Administration Building located in Downtown Suffolk adjacent to the Municipal Building. This expansion will enlarge the existing property and evidence area and provide additional administration office space. The addition will mirror the architectural style and materials of the existing building.

## **3.0 ENVIRONMENTAL CONCERNS**

There are no environmental concerns with this site.

## **4.0 SCOPE OF SERVICES**

### **PHASE I – DESIGN AND CONSTRUCTION DOCUMENTATION**

- Conduct space needs assessment and develop a building program.
- Prepare Schematic Design Documents based on mutually agreed-upon program, building configuration concept, and construction budget requirements;
- Prepare comprehensive preliminary estimates of project cost;
- Prepare Design Development Documents based upon the approved Schematic Design Documents consisting of drawings and outline specifications to fix and describe the size and character of the Project as to architectural, structural, mechanical, and electrical systems, and other major components. Design criteria shall consider life cycle costing for operations and maintenance, and shall be in full compliance with Americans with Disabilities Act (ADA);
- Prepare a detailed labor and material type construction cost estimate (by professional construction cost consultant) for each phase of design (35%, 90% and 100%);
- Prepare life cycle cost analysis, as directed, for alternative major building systems;
- Prepare the Construction Documents based upon the approved Design Development Documents to facilitate compliance with competitive sealed bidding in accordance with the Virginia Public Procurement Act;
- Prepare the necessary bidding forms, general and supplemental conditions of the

- contract, and the form of Agreement between the City and Contractor;
- Cooperate and coordinate with the City's independent Value Engineer or other Consultants for this Project;
  - Assist the City with submission and approval process for regulatory requirements;
  - Attend City Council meetings is required to provide update presentations to the Council

## PHASE II - BIDDING AND AWARD

- Distribute Construction Documents and maintain record of plan holders;
- Conduct a Pre-Bid Conference;
- Prepare and issue Addenda;
- Assist the City in determination of lowest responsive and responsible bidder;
- Assist the City in finalizing award and execution of contract documents.

## PHASE III - CONSTRUCTION ADMINISTRATION

- Review of shop drawings and submittals;
- Coordination of necessary change orders;
- Review application for payment and certify amounts due to Contractor;
- Periodic site inspection;
- Require special testing and inspections and review all reports for compliance;
- Coordinate and assist in start-up and acceptance testing;
- Conduct inspection at Substantial Completion, provide Punch List, and conduct Final Inspection;
- Provide for record drawings, and all operation and maintenance documentation;
- Conduct one-year warranty inspections and related follow-up work.

## **5.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

### **A. General Proposal Requirements:**

1. RFP Response: In accordance with the specifications herein, the proposals shall provide a straight forward, concise delineation of capabilities, experience, and approach to the task outlined in this request. The proposals shall be **limited to 50 printed pages**, using 8-1/2" x 11" format with print not less than 12 characters per inch. Elaborate brochures and/or excessive promotional materials are not required or desired, inclusive of all submitted materials. Firms are specifically requested to address the following:

- Letter of introduction including organization and size of firm brief history, areas of expertise, statement to project interest, etc. (2 pages)
- Organizational chart of key personnel to be assigned to the project by proposed project assignment, corporate affiliation, and job title.
- Resumes of key personnel.
- Number and classification of support personnel and summary of other resources proposed for the project.
- Summary of a maximum of five (5) projects of the service complexity represented herein; include designated key personnel and owner contact information (1 page per project). (A listing of other relevant projects with size and unique features may be included.)
- Operational plan which demonstrates the offeror's capabilities, effectiveness and efficiencies for the Offeror's proposed scope of services. Narrative shall include: overview of proposed procedures; level of detail proposed for reporting format; utilization of resources including manpower, controls and schedules to insure that all work will be performed in the most cost effective and timely manner.
- Provide schedule of implementation for the Offeror's proposed scope of services.

B. Proposal Submittal:

The City of Suffolk shall not be responsible for any expense incurred by the firm in preparing and submitting a proposal or expenses incurred related to subsequent inquires/interviews and contract negotiations. All proposals submitted shall become property of the City of Suffolk. Firms shall submit one (1) original and four (4) copies of their proposal. All copies must be signed in ink by the principal of the firm authorized to negotiate and contract for the work. Proposals are to be submitted sealed and appropriately labeled to identify the project and opening date; proposals will *not* be accepted via FAX or e-mail. Proposals must be received by the Purchasing Department no later than 5:00 p.m. local time, on the date specified for acceptance.

**Proposals are to be submitted to:**

***Finance Department/Purchasing Division  
Attn: Linda Story, Purchasing Agent  
441 Market St., Room 105  
Suffolk, VA 23434***

Requests for information and questions shall be submitted in writing. All such requests related to proposal submittals should be directed to:

Linda S. Story, Purchasing Agent  
(757) 514-7523  
[lstory@suffolkva.us](mailto:lstory@suffolkva.us)

The Purchasing Agent, Linda Story, is the designated authorized spokesperson for the City of Suffolk with respect to this RFP. The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the City regarding this RFP. 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.

C. Addendum to Request for Proposal:

It is the responsibility of the prospective Engineer to understand and clarify any and all requirements of the Request for Proposal. Inquiries may be made in writing, by telecommunications, or in person. The right is reserved, as the interest of the City may require, to revise or amend the specifications prior to the date set for opening proposals; the opening date may be postponed if deemed necessary by the Purchasing Department.

Only questions, revisions and amendments, if any, acknowledged by formal written Addenda to this RFP will be binding upon the City. Oral and other interpretations or clarifications shall be without legal effect.

D. Oral Presentation:

Firms which submit a response to this RFP may be required to make an oral presentation to key staff personnel. The City reserves the right to request clarification of information submitted and to request additional information from one or more applicants. The City may cancel the Request for Proposals or reject proposals at any time prior to award and is not required to furnish a statement of reason (Section 2.2-4359, Code of Virginia). At the discussion state, the City may require a non-binding estimate of pricing for proposed services.

## 6. EVALUATION CRITERIA

The City will review each proposal and verify the claims and credentials of each offeror. Evaluation of proposals for the selection process will include the following criteria: credentials and relevant experience of key personnel, adequacy and credentials of the professional level staff; relevant experience of key personnel; relevant team experience that demonstrates comparable project experience; quality of prior work including design efficiencies, timeliness, and cost control; approach to task/operational plan; reasonableness of proposed schedule; organizational and communication skills; completeness and quality of proposal; and oral presentation if applicable. The procurement of these services shall be in accordance with procedures of the Virginia Public Procurement Act, Section 2.2-4301.3(a).

## 7. AWARD CRITERIA

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted

with each offeror so selected, the agency shall select the offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The City may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Architect/Engineer's proposal as negotiated.

## CONTRACT TERMS AND CONDITIONS

- A. **Vendor's Manual:** This solicitation is subject to the provisions of the Virginia Public Procurement Act and the City of Suffolk's Procurement Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety except as amended or superseded herein. A copy of the manual is available for review in the Finance Department/Purchasing Division.
- B. **Applicable Laws and Courts:** This CONTRACT 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 CONTRACT, the parties agree to the exclusive jurisdiction and venue of the appropriate state court for 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 pending litigation or during litigation proceedings, except with the express, written consent of the CITY or by written instruction/order from the Court.

- C. **Anti-discrimination:** By submitting a proposal Offerors certify to the City of Suffolk that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disability Act and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the Offeror agrees as follows:

The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, disabled service veterans or any other basis prohibited by state law relating to discrimination in employment, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Offeror, in all solicitations or advertisement for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer.

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.

2. The Offeror will include the provisions of item 1 above in every sub Offeror or purchase order over \$10,000.00 so that the provisions will be binding upon each



sub Offeror or vendor.

**D. Drug free Workplace**

Every contract of over \$10,000 shall include the following provisions:

During the performance of this contract, the Offeror agrees to (i) provide a drug-free workplace for the Offeror'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 Offeror'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 Offeror that the Offeror 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 sub Offeror 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 Offeror in accordance with Sec. 2.2-4312 of the Virginia Public Procurement Act of the Code of Virginia (1950) as amended, 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.

**E. Faith-based Organizations**

City does not discriminate against faith-based organizations.

**F. Ethics in Public Contracting**

By submitting a proposal, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or sub Offeror in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

**G. Compliance with Federal, State and Local Laws and Federal Immigration Law**

Section 2.2-4311.1 requires that all public bodies provide in every written contract that 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.

**H. Debarment Status**

By submitting their offers, the Offerors certify that they are not currently debarred from submitting bids or offers on contracts by the Commonwealth of Virginia or City of Suffolk, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by the Commonwealth of Virginia or City of Suffolk.

I. **Antitrust**

By entering into a contract, the Offeror conveys, sells, assigns and transfers to the City of Suffolk all rights, title and interest in and to all causes of the 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.

J. **Insurance**

The successful offeror shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the offeror, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the offeror for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

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.

1. **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.

1. **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. Professional Liability

1. The successful offeror shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements.
2. The City policy shall be endorsed to include the City's officials, officers, agents and employees as insured. The E&O Policy shall include the successful offeror and the offeror's subcontractors of every tier as the offeror designated in the declarations.
3. The minimum E&O Policy limits to be provided by the successful offeror (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per claim combined single limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy (or umbrella or excess policy with respect to it) shall apply only to the City and City's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.
4. Notice of Cancellation and/or Restriction - The policy must be specifically endorsed to provide the City with forty-five (45) days' notice of cancellation, non-renewal, change in coverages, and/or restriction.

e. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. *The City of Suffolk, Isle of Wight County, and the Western Tidewater Water Authority, their 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/Employers' Liability.*
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City or the County.
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, the County or the Authority, 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 Officer.
11. All coverages designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

**K. Indemnification/Hold Harmless Clause**

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

**L. 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.

**M. Invoicing/ Payment and Interest**

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

Prior to payment the vendor shall provide their federal employer identification number. Payment to vendor shall be made not more than forty-five (45) days after goods or services are received; or not more the forty-five (45) days after the invoice is rendered, whichever is later.

Unless otherwise provided under the terms of this contract, interest for late payment shall not exceed one percent (1%) per month.

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:

***Department of Capital Programs  
P.O. Box 1858  
Suffolk, Virginia 23439-1858***

**N. Payments to Subcontractors**

Within seven days after receipt of amounts 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-day period except for amounts withheld as allowed in item b. above.

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 as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to this provision may not be construed to be an obligation of the City.

**O. Ownership of Documents**

Any reports, specifications, blueprints, negatives or other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of City of Suffolk, and all such materials shall be returned to the

owner upon completion, termination, or cancellation of this contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the resulting contract without the prior written consent of City of Suffolk. Documents and materials developed by the Contractor under the resulting contract shall be the property of City or Suffolk; however, the Contractor may retain file copies, which cannot be used without prior written consent of the Owner. City of Suffolk agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

**P. Submissions**

All project correspondence, design/review documents, reports, etc. prepared by the Contractor shall be distributed to the City's Project Manager for each task in the format and number of copies as directed by the task statement of work.

Within thirty (30) days of project completion, the Contractor shall prepare and submit a Project Completion Report with project closeout documents and submit to the City's Project Manager

**Q. 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.

**R. Termination**

Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the City until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the City, without the required thirty- (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the City for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty- (30) days advance notice requirement is waived in the event of Termination for Cause.

**S. Non Appropriation 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 (an) appropriation(s) (was) were received

without penalty or expense to the City of any kind whatsoever.

**S. Contractual Disputes**

The Contractor shall give written notice to the Purchasing Agent of his intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the City Administrator, or his designee. The City Manager shall render a decision within sixty (60) days of receipt of the appeal.

**T. Litigation**

In any claim or dispute between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, the parties consent to the jurisdiction and the sole venue of the Circuit Court of the City of Suffolk, Virginia

ARCHITECT/ENGINEER shall not cause a delay of work because of the pending litigation proceedings, except with the express, written consent of the City's written instruction.

**U. 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.

**V. Responsibility for Making Corrections**

The ARCHITECT/ENGINEER shall, without additional costs or fee to the City, correct or revise any errors or deficiencies in its performance, The City's review, approval, or acceptance of, nor payment of any of the services required under the contract shall be deemed a waiver of rights by the City as a result of the ARCHITECT/ENGINEER'S negligent performance of any of the services furnished under the contract.

**W. Inclement Weather/Closure Of City Hall**

If City Hall is closed for business at the time scheduled for proposal acceptance; sealed proposals will be accepted and opened on the next scheduled business day, at the originally scheduled time.

**X. 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.

**Y. 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 contract. Compensation for changes or additions in the Scope of this contract 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 contract shall be made only by the full execution of the City's standard contract 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 contract prior to the City's execution of its standard contract change order form shall be at the total risk of the contractor, and said work may not be compensated by the City.



# SIGNATURE SHEET

***(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.

I hereby certify that I am authorized to sign as a Representative for the Firm:

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

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

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

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

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

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

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION  
(RFP #2012- 00076)**

Name of Firm/Offeror: \_\_\_\_\_

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

**EXCEPTIONS TO RFP  
(RFP #2012- 00076)**

Name of Firm/Offeror: \_\_\_\_\_

Unless stated in this portion of the proposal, all Offerors will be considered to have accepted all the terms of the Request for Proposal (RFP), including all musts, shalls, and shoulds, and any amendments as issued, without exception.

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# **CITY OF SUFFOLK**

**DEPARTMENT OF FINANCE/PURCHASING DIVISION**

P. O. BOX 1858, SUFFOLK, VA, 23439-1858, PHONE (757)514-7520 FAX (757)514-7524

## **ARCHITECTURAL/ENGINEERING SERVICES POLICE ADMINISTRATION BUILDING EXPANSION**

THE FIRM OF: \_\_\_\_\_

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

\_\_\_\_\_

FEIN (Tax ID #) \_\_\_\_\_

The following shall be returned with your proposal. Failure to do so shall be ample cause for rejection of proposal as non-responsive. It is the responsibility of the Offeror to ensure that he has received all addenda.

Item:	Included:
1. References	_____
2. Addenda, if any.	_____
3. One (1) original and Four (4) Copies	_____

Person to contact regarding this proposal: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell: \_\_\_\_\_

Name of person authorized to bind the Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

References for: \_\_\_\_\_

Offerors shall provide references on this form.

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

5. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Project Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

**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.

Name and Address of Bidder:	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: (    )	Title
Fax Phone Number: (    )	
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: \_\_\_\_\_

**EVALUATION MATRIX  
ARCHITECTURAL/ENGINEERING  
POLICE ADEMINSTRATION BUILDING EXPANSION**

FIRM: \_\_\_\_\_

**SCORING:**      8 - 10 Points = Outstanding  
                     4 - 7 Points = Meets expectations/fully qualified  
   with adequate experience  
                     1 - 3 Points = Minimal experience; less than  
   expectations or desired level/ insufficient documentation  
                     0 Points = Not documented/Not acceptable

- |  | <b>SCORE</b> |
|--|--------------|
| <b>1. Credentials and Relevant Experience of Key Personnel</b> | _____        |
| <b>2. Understanding of Project Scope</b>                       | _____        |
| <b>3. Adequacy and Availability</b>                            | _____        |
| <b>4. Established Working Relationship as Project Team</b>     | _____        |
| <b>5. Quality of Prior Work</b>                                | _____        |
| <b>6. Approach to tasks/Operational Plan</b>                   | _____        |
| <b>7. Reasonableness of Proposed Schedule</b>                  | _____        |
| <b>8. Communication Skills</b>                                 | _____        |
| <b>9. Completeness and Quality of Proposal</b>                 | _____        |

**TOTAL**

Rater: \_\_\_\_\_ 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**