



# **CITY OF SUFFOLK**

## **PURCHASING DIVISION**

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# **REQUEST FOR PROPOSAL**

**TITLE: Regional Mobile Communications Center**

**ACCEPTANCE DATE:** Prior to 5:00 p.m. – April 25, 2012 “Eastern Standard Time”

**RFP NUMBER:** 2012-00087

**NONMANDATORY**

**PRE-PROPOSAL CONFERENCE:** 10 a.m. April 12, 2012  
Council Conference Room, Room 231  
City of Suffolk Municipal Center  
441 Market Street  
Suffolk, Virginia 23434

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

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

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This document can be downloaded from our web site: [www.suffolkva.us/bids/index.jsp](http://www.suffolkva.us/bids/index.jsp)

Issue Date: March 30, 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 proposal to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if the vendor is not listed as a prospective bidder.

# REQUEST FOR PROPOSAL

## Regional Mobile Communications Center

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Prepared by Cindy Norfleet, CPPB, Senior Buyer

Date: March 30, 2012

## 1.0 PURPOSE

The intent of this Request for Proposal is to obtain one (1) regional mobile communications vehicle from a qualified company to be used as an Emergency Operations Center (EOC) for the purpose of providing communications and other emergency-related services in the event of a natural disaster. The vehicle will be purchased and maintained by the City of Suffolk, but will be available for use by other entities in the Hampton Roads Region.

Because of the wide variances in types, configurations, options, and models available in the industry, the purpose of these specifications is to set a standard by which all proposals received may be evaluated, studied, and compared equitably.

The vehicle is being procured through competitive negotiations in accordance with the Virginia Public Procurement Act.

In order to receive grant funding, the vehicle **MUST** be built and invoiced prior to December 31, 2012. Capability of contractor/offeror to provide the completed vehicle in the time allotted **shall** be a factor in the award.

## 2.0 BACKGROUND

The City of Suffolk has been awarded a preparedness grant by the Department of Homeland Security (DHS)/FEMA to provide a regional mobile communications center to serve the Tidewater Region as an Emergency Operations Center (EOC) in the event of a natural disaster or other unforeseen catastrophe. The vehicle will be housed and maintained by the City of Suffolk.

## 3.0 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.

## 4.0 NONMANDATORY PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is scheduled for 10 a.m. April 12, 2012 in the Council Conference Room, Room 231, of the City of Suffolk's Municipal Center, 441 Market Street, Suffolk, Virginia 23434. Although attendance is not mandatory, it is important that all interested bidders be present in order to ask any pertinent questions; staff may not be available at another time and date.

## 5.0 REQUIRED BONDS

### 5.1 Bid Bond

All bids shall be accompanied by a **Bid Bond**, certified check, or other acceptable security executed by a surety company licensed to do business in the Commonwealth of Virginia, as a guarantee that the bid will not be withdrawn for a

period of sixty (60) days after the bid opening, and that the bidder will enter into the contract for the work mentioned in the bid. The amount of the bid security shall be equal to five percent (5%) of the total bid amount and shall be payable to the Treasurer, City of Suffolk, Virginia.

**If the Bid Bond is not submitted with the Bid Package, the Bid shall be considered non-responsive. If selected for award, failure to enter into a contract agreement with the City will result in the forfeiture of the bid bond.**

## 5.2 Performance Bond and Payment Bond

The successful bidder will be required to provide a **Performance Bond** payable to the Treasurer of the City of Suffolk in an amount equal to 100% of the contract price as a guarantee for the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract.

The successful bidder will be required to provide a **Payment Bond** payable to the Treasurer of the City of Suffolk in an amount equal to 100% of the contract price for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in the prosecution of the role provided for in such contract, and shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

Such bonds must be furnished to the City within fifteen (15) days after requested. The successful bidder, upon failure or refusal to furnish the required bonds or deposit with the time specified, shall pay to the City of Suffolk as liquidated damages for such failure or refusal an amount equal to the bid security deposited with the bid.

All bonds must be furnished by such surety company or companies as are authorized and licensed to transact business in the Commonwealth of Virginia or, in the event that Federal courts may have jurisdiction, the United States District Court for the Eastern District of Virginia, Norfolk Division.

## 6.0 GENERAL SPECIFICATIONS

### 6.1 General

Unit shall be the latest manufactured current production (Year 2012 or 2013) with all standard components and details. Vehicle shall be new production; used models or demonstrator models will not be accepted.

Components shall be of American manufacture, totally produced, supplied and assembled in the United States whenever possible. No equipment shall be accepted prior to successful inspection by the using agency.

To ensure uniformity and service in case of accident or major repairs, the manufacturer of the Communications Vehicle must construct the entire vehicle (with the exception of the chassis). No sub-contracting of the electrical system, module framing, body, interior, cabinetry, or paint finish is acceptable.

Vehicle shall comply with all Federal Highway Administration (FHWA), Department of Transportation (DOT), Federal Motor Vehicle Safety Standards (FMVSS), and Commercial Motor Vehicle Safety Standards (CMVSS) regulations, as well as State and Federal Codes.

The overall appearance of the vehicle shall show good workmanship, and all assemblies shall be accomplished in a manner acceptable in the industry. Defective or used parts, components, assemblies, or equipment shall not be used. All surfaces and edges of the interior shall be finished free of sharp edges, burrs, scratches, dents, gaps, or other imperfections.

## 6.2 Bidder Qualification

Offeror must be responsible parties, regularly and practicably engaged in the manufacturer and fabrication of this class of work and known to possess ample facilities for providing this unit. Offeror shall have been in operation for a minimum of five (5) years in the fabrication and manufacture of mobile command or communications vehicles.

Manufacturer must have constructed no less than ten (10) units utilizing the published methods of construction specified within the past year. This information must be available to the City for the assurance of the feasibility, durability, safety, and performance of the apparatus furnished by the Offeror, together with names, addresses, and telephone numbers of individuals to contact. The Offeror agrees that reference furnished may be checked at random by the City, and unsatisfactory reports of service, product or performance on previous bids/proposals will be sufficient cause for the rejecting of the Offeror's proposal.

Before award of a contract, the successful Offeror may be required to provide adequate evidence of their qualifications and abilities to provide the vehicle described within these specifications. Required documentation may include, but is not limited to, financial soundness, technical competency, and past performance with other Purchasers.

## 6.3 Warranties

### A. Chassis Warranty

The vehicle chassis shall be covered by the warranty provided by the chassis manufacturer and shall be at least thirty-six months or 36,000 miles, whichever occurs first.

B. Vehicle Conversion Warranty

The manufacturer shall warrant the vehicle and furnished equipment against parts failure or malfunction due to installation errors, defective workmanship and missing or incorrect parts for a minimum period of twenty-four (24) months or 24,000 miles of operation.

C. Manufacturer's Pass-Through Warranty

The manufacturer shall extend any additional warranty on any component of the vehicle, in the form of time and/or mileage, including any pro-rata arrangement, which may be provided by the supplier of the component. All equipment and components installed on the vehicle or purchased with the vehicle shall be covered by the warranty of the manufacturer of such equipment or components.

D. Warranty Activation

A Delayed Warranty shall begin when the vehicle is actually placed into service by the City. The Contractor will be contacted once the vehicle has been employed.

E. Repair Parts and Service

The manufacturer shall be able to furnish replacement parts or furnish service by furnishing a list of agencies where a stock of repair parts is available and can be secured in a reasonable time after ordering from the manufacturer.

F. Warranty Repair Work

All work performed by the Contractor, to include parts and labor, shall be warranted for a period of at least one (1) year, commencing upon the date the completed vehicle is placed into service as front line emergency response vehicle by City.

Work performed by the Contractor shall not void any manufacturer's warranty on a vehicle or equipment.

All warranty corrective action must be initiated within forty-eight (48) hours after notification by the City.

The Contractor shall assess the damage and provide a time line for repair. If warranty response is improper or inadequate, the City will have the unit repaired locally. All costs incurred will be billed to the Contractor; the Contractor will reimburse the City for the cost of the repairs within ten (10) working days from the repair.

#### 6.5 Pre-Construction Conference

Once an offer has been accepted, a Pre-Construction Conference shall be held with City personnel at the City's Human Resources Building, 440 Market Street, Suffolk, Virginia for the purpose of finalizing details and approval of drawings.

Revised CAD drawings depicting the final design of the vehicle must be provided by the manufacturer for final approval prior to the start of any fabrication of the vehicle.

#### 6.6 Pre-Delivery Conference

A Pre-Delivery Conference shall be held at the Contractor's location for a pre-delivery inspection. The cost for this visit will be incurred by the Contractor and must be included in the requested lump sum price for the Communications Vehicle. The City reserves the right to make additional on-site visits to the facilities of the Contractor; the cost for any additional visits will be incurred by the City.

#### 6.7 Delivery Requirements

Delivery shall be F.O.B. destination City of Suffolk Fleet Management Facility, 120 Forest Glen Drive, Suffolk, Virginia. Qualified personnel representing the Contractor shall deliver the unit and remain for a sufficient length of time to instruct personnel in the proper operation, care and maintenance of the equipment delivered.

Delivery of unit will be within seven (7) months of receipt of purchase order, unless otherwise approved by the City. In order to utilize grant funds provided for the purchase of this vehicle, it is imperative that the vehicle is delivered and fully functional (and paid for) before the end of the year

Unit shall be delivered with Manufacturer's Statement of Origin (MSO).

Original invoice shall be supplied upon delivery.

#### 6.8 Training

A trained driver shall deliver the vehicle. Representative will train fleet staff on vehicle, bumper to bumper. City staff will be trained to operate every component on the vehicle (with the exception of the technical communications equipment) and train other staff, if necessary. Driver must be employed with the vendor; drive-away and contract driver services are not acceptable.

Following delivery of the Communications Vehicle, additional training shall be scheduled with the City's Information Technologies (IT) staff at a time convenient to both the City and the Contractor. City staff shall be instructed/trained to use all the technical communications equipment installed on the vehicle by the Contractor. Training shall be held at a City of Suffolk location.

## 6.9 Manuals, Handbooks, and Instructions

A vehicle operating instruction handbook, repair manual and parts handbook shall be furnished with the Communications Vehicle.

An accessory, components, equipment and systems instruction handbook(s) shall be furnished with the Communications Vehicle.

The handbooks shall cover installation and operation instructions, drawing, illustrations, manufacturer's part numbers, service/lubrication instructions, assembly and disassembly instructions, along with safety precautions to insure proper installation, operation and maintenance.

Complete wiring diagrams shall be furnished in the Owner's Handbook. These shall be specific to the completed vehicle and shall not be "generic" in nature. Each optional circuit shall be indicated on a separate page.

Complete operating and instructional manuals shall be included with all communications/technical equipment supplied by the Contractor, including any warranty information.

## 7.0 **VEHICLE SPECIFICATIONS AND LAYOUT**

### 7.1 Introduction

This Request for Proposal (RFP) provides the requirements for the City of Suffolk's Regional Mobile Communications Vehicle. The RFP will address the vehicle's required general exterior and interior requirements, its radio communications, broadband network, video and overall IT requirements. It will also include the requirement to include a 600 square foot rapid deployment shelter that will act as a mobile Emergency Operations Center (EOC) or Command Center. The inflated rapid deployment shelter will attach to the passenger's side rear door of the Communications Vehicle. It will create an environmentally protected (HVAC and generator powered) temporary emergency office space. The space will be used to provide a field Emergency Operations Center (EOC) or Command Center at a field exercise or in support of a tactical or command and control first responder incident.

The successful offeror will be required to provide turnkey services.

The City of Suffolk requires the Communications Vehicle to be a National Incident Management System (NIMS) Type 1 compliant vehicle. Specifically the vehicle will meet the requirements identified in Emergency Support Function (ESF) #2 (refer to the FEMA, U.S. Dept of Homeland Security Mobile Communications Center minimum requirements).



## 7.2. Vehicle Requirements

### A. Exterior

The City of Suffolk requires the Communications Vehicle to be a bus type chassis.

The **Type 1** compliant vehicle will have the following external chassis requirements:

1. Forty foot (40') bus type chassis enhanced headroom option
2. Fuel type – Diesel
3. Engine – Engine shall be appropriate for the GVWR of the vehicle offered.
4. Body width - approximately ninety six inches (96")
5. Interior headroom – approximately seventy-eight inches (78")
6. GVWR - approximately 36,200 pounds
7. Modular re-mountable aluminum body
8. Single rear axle
9. The vehicle will support at least four (4) slide outs to be used for expansion within the vehicle
10. The vehicle's roof is required to have an antennae rail system and roof lighting. It will also serve as the roof access point to the internal RF patch panel
11. One (1) water cooled diesel powered generator. Size shall be determined by the manufacturer and shall be of appropriate size to power all components herein. Location shall be determined by the manufacturer.

The vehicle shall be equipped with a dual battery system. The batteries shall be charged through a minimum of a fifty (50) AMP converter.

12. Three (3) to four (4) roof mounted Low Pro Air Conditioning Units (15,000 BTU cooling, w/5000 BTU Heating Number depending on size of vehicle) or a unit that can address the equivalent BTU.
13. Drop ducted ceiling in the vehicle
14. One (1) Emergency light package

15. One (1) roof mounted light tower
16. Two (2) thirty-foot (30') masts. The initial mast will support a medium range thermal PTZ camera environmental protective covering (combines a high resolution thermal imaging camera and integrated CCTV long range zoom camera). The second (2<sup>nd</sup>) thirty-foot (30') mast shall support a mobile weather station which will reside on the top of the mast. This Mast will also support the yet to be determined telescoping antennas which will support the mobile radio repeaters.
17. Two (2) entrance/exit doors are required. The first door will be located on the passenger side front of the vehicle. The second or rear door will be located on the passenger side of the vehicle past the vehicle's galley. The rear door is important in the vehicle's engineering because the City requires the rear door to be used as the interface door between the shelter and the vehicle.
18. The vehicle shall support two (2) sets of external 48 Port RJ-45 patch panels and four (4) single mode fiber connections. The RJ-45's and fiber will serve as physical interfaces to the vehicle's Gigabit Ethernet network. The vehicle must also support two (2) sets of four (4) 120VAC GFCI dual external operational power plugs. The plugs will allow the powering of electrical equipment external to the vehicle.  
  
The RJ-45 and the power jacks must be soundly grounded and completely protected from adverse environmental conditions. A protective covering must guard the interfaces while in an operational and inactive state.
19. One (1) rear roof access ladder
20. One (1) driver's side awning
21. Vehicle stabilizer jacks
22. Exterior graphics (as identified by the City of Suffolk)
23. A passenger side, exterior housing environmentally protected, Plexiglas shielded monitor area that should be translucent while viewing. It also must comfortably house a forty-inch (40") LCD television monitor in the rear or side of the vehicle, serving as the vehicle's external viewing monitor.

B. Interior

The **Type 1** compliant vehicle will have the following basic internal chassis requirements:

1. Power Distribution Panel – An interior aluminum panel equipped with the correctly sized Heinemann circuit breakers for both 120 VAC and 12 VDC applications.
2. 120VAC duplex outlets shall be provided with a maximum spacing of four feet (4'). Multiple outlets will be required near the communications equipment.
3. RJ-45 network connections with a maximum spacing of every four feet (4'). RJ-45 LAN connectors with CAT6 “100 base T” cable will be used throughout the vehicle; fiber will also be run as well for future growth. Multiple quad boxes shall be provided within the Dispatcher’s area, the Conference\Operations area, and Communications Rack areas as defined.
4. Fourteen (14) Astra SIP telephones will be located within the vehicle, and twenty (20) more will be available within the EOC\Command Center.

The City of Suffolk will require a separation of services within the mobile communications vehicle. After entering the front section of the vehicle, the Dispatch area shall be in this front section of the vehicle. Six (6) Dispatcher and one (1) Security position locations will occupy the front section of the vehicle.

The galley / kitchenette / bathroom section will be located in the middle of the vehicle. The midsection or Galley area will lead through hallway to the rear section of the vehicle.

The rear of the vehicle will be dedicated to the COML and IT Staff, networking, conference and storage areas within the vehicle. The rear door of the vehicle will also act as the interface to the required rapidly deployable shelter or the mobile Emergency Operations Center (EOC).

Listed below are additional details associated with the internal areas or sections of the Communications vehicle:

1. Forward “Dispatcher” Area
  - a. Six seat positions, three (3) Dispatcher positions on the left side of the vehicle and three (3) positions on the right or opposing wall of the vehicle and 1 Security position facing the front of the unit. There will be six (6) desk cube-like positions each with a chair, a RJ-45 Quad Box, dual monitors, with keyboard and mouse. Both monitors will be attached to the in-vehicle Ethernet gigabit network. The first monitor will be directed and attached to the server that is running the Motorola MIPS 5000 dispatch application. The second monitor will be directed to the server that will access the CAD, GIS, Mail and other critically designated state and regional first responder applications.

- b. Two (2) multiple 120VAC duplex outlets within each Dispatcher position
- c. CAT6 cable will be used throughout the vehicle. There shall be one (1) RJ-45 quad box located at each Dispatcher position
- d. Seven (7) of the required fourteen (14) Astra SIP Telephones will be located in the established Dispatcher and Security cubes
- e. One (1) 42" wall mounted LCD Monitor with a Hughes DSS set-top
- f. One (1) Brother HL-307CW Color Laser Printer, or approved equal, w/wireless networking
- g. Forward walk, walk through cab to mid body
- h. Bulkhead wall with pocket door and window
- i. Private track lighting will be located at each position in the vehicle.
- j. Main overhead lighting in the vehicle will be able to be reduced (dimmed) for operational purposes.

2. Galley Area

- a. One (1) restroom with a water toilet and sink (fresh, black and grey water tank)
- b. One (1) refrigerator, one (1) heavy duty microwave and one (1) heavy duty coffee maker w/overhead cabinet storage with lighting.
- c. One (1) of the vehicle's required fourteen (14) Astra telephones will be wall mounted and located in the Galley

3. Rear Conference / COML / Network

- a. One (1) conference table with four (4) seats minimum that are removal and easily storable
- b. Two (2) Scribe area positions (Scribe will control video, interoperable radio communications, Smart board connectivity, etc.) Two (2) Com\IT workspaces.
- c. Three (3) or four (4) nineteen-inch (19") cabinets equipment racks

- d. CAT6 “100 base T” cable with designated quad boxes as specified in the vehicle design but with a maximum spacing of four feet (4’) per box.
- e. Five (5) of the vehicle’s required fourteen (14) Astra telephones will be located in this section. One (1) or more of these telephones will be wall mounted.
- f. One (1) 42-inch (42”) wall mounted LCD Monitor with a Hughes DSS set-top
- g. One (1) 50-inch (50”) rear wall mounted SMART Board Model SBID 6052i Interactive Whiteboard, or approved equal
- h. One (1) Tandberg 550MXP, or approved equal, video teleconferencing system
- i. One (1) interoperable wireless radio gateway system with ten (10) interoperable mobile radios and two (2) radio patch panels to be located in the equipment cabinets
- j. One (1) 1.2 meter Mobile Internet Satellite System provided by Skycasters, Inc., or improved equal, with a roof mounted antennae. The satellite equipment will be located physically in the equipment cabinets. This will act as the facilities for the Telephony PBX.
- k. All defined network equipment will principally be terminated in the equipment cabinets located in this section.
- l. One (1) dual mount XTL-2500 radio, with the other mount in the front cabinet section
- m. Three (3) Brother HL – 3070CW Color Laser Printers, or approved equal, w/wireless networking
- n. One (1) HP Design Jet 500PS 24” Plotter, or approved equal
- o. One (1) defined storage area for the 600 square feet rapidly deployable shelter system
- p. One (1) rear passenger side entrance / exit door

4. Miscellaneous Equipment

- a. Two (2) five-pound (5 lb) fire extinguishers strategically located throughout the vehicle

- b. Operator, repair manuals and system as-built drawings in hard and softcopy (to be loaded on Maintenance 2 IPADS).
- c. Fire and CO detectors
- d. Reasonable storage throughout each section of the vehicle as identified in the vehicle design (100 Cache radios, 2 Deployable Repeaters)

## 8.0 RAPIDLY DEPLOYABLE SHELTER SYSTEM

The Mobile Communications Vehicle will be owned and housed by the City of Suffolk. It will be used to support the City and the entire Hampton Roads Region. The vehicle will be prepared to support the small to large scale tactical operation or planned event. In support of the larger operation, where many command first responders are present and in need of an instant meeting facility, the Communications Vehicle will have stored in its rear compartment a rapidly deployable shelter system.

The rapidly deployable system (MMIC or approved equal) must be a shelter that is essentially one piece with all prime operating systems manufactured into the transport platform. It must be fully integrated with power and environmental control units for immediate use and it must be able to be rapidly set up by as few as two (2) people. The rapidly deployable shelter system will require the following items:

### Expeditionary Shelter System (**Air Beam Shelter**) – Storable

- A. Six-hundred (600) square feet air beam soft-wall shelter with unobstructed interior space
- B. Self erecting and self sustaining requiring minimal manpower to erect (10 minutes)
- C. Integrated LED lighting and power distribution
- D. Intergraded and removable solar shade (keeps the shelter 10 degrees cooler)
- E. Protective curtain entrance at rear door
- F. Powered inflation system (two-stage Inflator and 2kW Generator at 86 pounds)
- G. Soft wall shelter (airframe, outer shell, floor liner and plenum at 690 pounds)
- H. Miscellaneous field package (stakes, repair kit, and manual)
- I. Backup manual inflation system (4-foot' and 6-foot in diameter inflators at 24 pounds). The Environmental Control Unit (ECU) should offer five (5) tons (recommended) of cooling 60,000 BTU/H cooling and heat
- J. The ECU should be listed for outdoor use and runs 230 V, 47 Amps single phase power with a weight of 800 pounds or less.

- K. Power extreme cooling capacity from 33 to 150 degrees F
- L. The entire system must be transportable and will be housed within a designated storage area on the Communications Vehicle

When the deployable shelter system is erected at a Tactical incident or a Command and Control event, the Communications Vehicle will have in its storage area a LCD projector, an instantly deployable fifty-inch (50") dry / erase screen, and a three- (3) way speaker system. Once connected to the Communications Vehicle's video matrix switch, this projector based system will provide streaming video and other television services to the deployable shelter / Mobile EOC.

To help support mobile computing within and around the Communications Vehicle, the City requires two (2) Microsoft-based laptops and two (2) Apple I-Pads. These units will be used for video editing, EOC computing backup and as terminals on to support other computer systems on the vehicle. These computing devices will attach to the vehicle's Gigabit Ethernet or its wireless network.

The Communications Vehicle will also have the capability to enter an incident scene and provide instant bandwidth and communications services to the first responders on the scene. If the issue arises where the Communications Vehicle must depart an incident scene but there is still a bandwidth requirement, the City shall have a deployable Mobile Satellite Internet Trailer system. The system will feature a trailer with fourteen-inch (14") steel wheels, two-inch (2") ball hitch, lighting, a C-Com iNetVu 1200 Auto-Pointing Satellite System, a Cisco 861, or approved equal, Integrated Router, an integrated Wi-Fi Antenna System, and a Honda EU1000i, or approved equal, gas generator.

This deployable satellite system will be towed by the Communications Vehicle to the incident scene. This will allow the City to provide instant network bandwidth and Internet connectivity to a first responder's incident scene without the need for the Communications Vehicle to be at the incident scene for the entire duration of the incident.

## **9.0 COMMUNICATIONS EQUIPMENT REQUIREMENTS**

The Regional Mobile Communications Vehicle shall be outfitted, at a minimum, with the following communications equipment:

The City will provide all mobile radios, as well as PC's, repeaters, and related equipment. The Contractor shall provide all other equipment described in the specifications. It will be the responsibility of the Contractor to install all equipment on the vehicle, whether supplied by the City or the Contractor.

Brand names specified below for communications equipment convey the quality and type of equipment required for the Communications Vehicle and are preferred by the City. Equivalent products will be considered; acceptance of substitutions, however, will be at the sole discretion of the City.

Attached on Page 40 for the Offeror's information is a conceptual diagram (sample) of the desired communications system with all integrated technical components.

## 9.1 Land Mobile Radios

The Communications Vehicle shall have a Motorola XTL 2500 remote mount mobile radio installed in the front of the vehicle, with a dual control head. The second control head, speaker and palm microphone shall be installed on the conference table in the rear of the vehicle. There shall be a headset jack available near both the front mounted control head near the drivers location, as well as in the external communications compartment. The mobile radio antennas shall be mounted on the roof of the cab. There will be one headset interface to provide interface for David Clark (or approved equal) headset to XTL 2500 mobile radio that provides PTT switch with strain relief fitting or equivalent shall be provided at each control head and one David Clark (or approved equal) headset shall be provided for each radio head station.

Within the defined communications rack, there will be ten (10) pre-programmed radios. The Motorola APX 6500 or the XTL 5000 mobiles will be attached to a Mutualink (or approved equal) Interoperable server. The radios shall be interoperable with the Region. There will be two (2) UHF radios, two (2) VHF radios, two (2) 800 MHz radios, two (2) Federal, one (1) Marine (Coast Guard) and one (1) radio or cellular service yet to be determined. Also attached to the vehicle's roof in support of the interoperable radios will be appropriate UHF, VHF and 800 MHz antennas.

The radios will be programmed to the appropriate local, state and federal designated interoperable talkgroups. Also, when requested, the trained Communications Vehicle Engineer will be enabled to cross-patch push to talk (PTT) radio talkgroups with other interoperable talkgroups as well as with cellular traffic as desired. The Raytheon's ACU-5000 interoperability, or approved equal, gateway will be enabled to cross-patch radio talkgroups, and cell phone calls into a single channel as required. The APX and XTL radios discussed above will be attached to the gateway and can be cross patched to support on-scene interoperability. The ACU-5000 and the Motorola APX 6500 or XTL 5000 mobiles will also be rack mounted in one of the designated vehicle equipment racks.

The City also has a requirement for a smaller, non-fixed, mobile cross-patching system as used by the Virginia radio cache teams. The smaller interoperable gateway will allow the cross-patching and connectivity of four radios at any one time. The system can also be moved outside of the Communications Vehicle and easily be set-up and used to support emergency tactical deployments.

The SyTech TAC2 Rios interoperable mobile gateway system is the recommended system for the Communications Vehicle. The system integrates the 8-port RIOS TAC2 RF I/O module, RIOS Touch Screen Server Laptop and WiFi / EVDO-capable 4-port LAN router within an FAA-compliant Pelican 2500 transit case.

The Communications Vehicle will also include Motorola 2 MTR300 UHF, 2 VHF and 2 800 MHz radio repeaters. They will be used if there is a need to extend the range of transmission by receiving and automatically rebroadcasting a transmission using an antenna located on the roof or mast of the vehicle.



## 9.2 Dispatch Work Stations

There will be eleven (11) work stations. Each of the work stations shall have the following requirements:

- A. One (1) duplex outlet, 115 volts, 20 amp circuit shall be installed at each work station.
- B. One (1) RJ-45 Ethernet quad box with jacks and CAT6 cable shall be installed at each work station location.
- C. CAT6 cables with RJ-45 connectors shall be connected to the PoE switch in the equipment rack.
- D. One (1) Astra, Inc. VoIP telephone shall be attached into one of the RJ-45 jacks.
- E. Dual monitors, keyboard, and mouse will be provided at each Dispatcher workstation. All connectivity to the established servers will be hardwired to the vehicle's Gigabit Ethernet network. Details of the Enterprise network will be found in Section 9.6/
- F. All wiring and cabling shall be inside the vehicle wiring chase or conduit as specified herein.
- G. All portable equipment, including but not limited to the Astra IP phone, the keyboard and personal items shall be wall mounted or neatly and securely fixed to the station. Chairs will be designed so they are secure during travel. (no bungee cords).

## 9.3 Operators' Console Work Station

The operator (driver) console will have all the above equipment at a typical work station and will also contain the following:

- A. Controls and status indicators for the vehicle jacks
- B. Controls and status indicators for the mast and camera
- C. Controls and status indicators for the emergency power generator
- D. Controls and status indicators for VSAT antenna
- E. Controls and status indicators for DSS antenna
- F. Shared control and joystick for controlling PTZ mast mounted video camera
- G. Shared control of the viewing of video on the external viewing monitor
- H. Vehicle fuel gauge

- I. Generator fuel gauge
- J. The console shall contain the fire protection panel, smoke detector, CO detector, rack system temperature sensor, restroom smoke detector and methane detector
- K. All wiring shall be inside vehicle wire chase or conduit
- L. ECU\generator for shelter system

#### 9.4 Conference Center

The Conference Center will consist of a five (5) to eight (8)-person conference table that can be removed or placed under the floor. The second forty-two inch (42") LED television will be mounted on the curb side wall above the conference table. A fifty-inch (50") LCD Smart board will also be ceiling mounted and will reside on the rear wall of the conference area.

The conference area shall have the following radio and IP requirements:

- A. One (1) Motorola XTL 2500 front mount mobile radio with palm microphone and mic clip shall be installed at the conference table location.
- B. The XTL 2500 mobile radios shall be powered from the 12 VDC buss located in the generator compartment.
- C. The XTL 2500 mobile radio antenna shall be mounted on the roof of the vehicle and connect to each individual mobile radio at each work station. Each mobile radio will have its own antenna.
- D. The conference table shall have four (15) 115 VAC duplex 20 amp outlets and two (2) RJ-45 quad boxes with jacks.

#### 9.5 IP and Broadband Communications

In addition to the Motorola mobile radio communications, the Regional Mobile Communications Vehicle shall contain IP and broadband connections to provide access to Regional internal IT Networks. A Mobile Access Router provided by Attila, or approved equal, will be used. In addition to supporting the wireless broadband communications required to support WMATA applications, it provides software that allows the other regional IT Networks to aggregate all available bandwidth across the available wireless and wireline communications networks. This is particularly important since streaming live and recorded video across these networks is desired.

The vehicle must be able to provide telephony based services, as well as incoming/outgoing fax services. Skycaster RockBochs, Inc VOIP Telephony solution with SIP telephones is the recommended manufacturer for these services.

The on board IP VoIP and broadband communications requirements are as follows:

- A. The two (2) Cisco WS-C3560E (or approved equal)- 48-port PoE switches shall be mounted in the equipment rack.
- B. All Ethernet wiring shall be plenum CAT6 from the PoE switch to each RJ-45 jack.
- C. Cisco 1252 (or approved equal) Lightweight Access Point shall be mounted in the equipment rack and connected to the Cisco (or approved equal) PoE switch with a CAT6 patch cable. The Access Point will use diversity rubber duck style antennas mounted directly to the Access Point.
- D. The Attila (or approved equal) MNC Mobile Router shall be mounted in the equipment rack.
- E. The Attila (or approved equal) MNC Mobile Router shall have the following modems installed:
  1. Verizon Wireless CDMA EvDO Rev A (upgradeable to LTE)
  2. AT&T HSPA (upgradeable to LTE)
  3. Sprint/Clearwire Mobile WiMAX
  4. Skycaster, Inc. VSAT, or approved equal, (Satellite Internet)
  5. 802.11b/g/n client
  6. Hardware Ethernet
  7. The Attila (or approved equal) applications server software is required to be installed on regional core network to allow for bandwidth aggregation.
  8. APC 3 KW UPS system, or approved equal, shall be installed in the equipment rack.
  9. One (1) Dell Precision R5400, or approved equal, work station shall be mounted in the equipment rack.
  10. One (1) TrippLite, or approved equal, 8 port VGA KVM with touchpad, keyboard and 19" monitor shall be installed in the equipment rack.

11. One (1) Rockbochs, or approved equal, VOIP IP PBX (1U IP-PBX) which provide SIP telephone connectivity
12. One (1) Rockbochs FaxBochs, or approved equal, appliance that provides faxing over satellite internet
13. All wiring shall be CAT6 and inside the vehicle wire chase or conduit.
14. All rack mounted equipment shall be mounted on rails for easy access for service and maintenance.

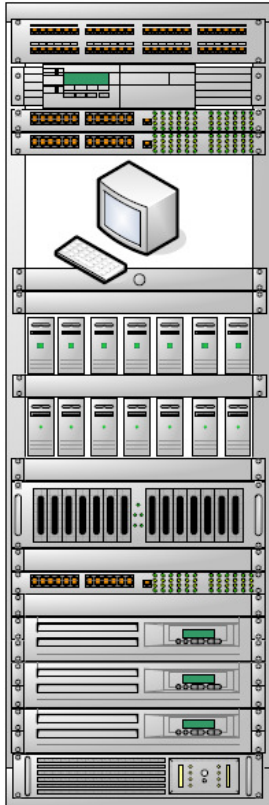
#### 9.6 Enterprise Network

The Enterprise computing within the vehicle will occur within the designated nineteen inch (19”) rack / cabinet; racks must be designed to allow rear access for maintenance. The City will provide a server running the XEN Desktop / Thin Client option to each monitor within the vehicle. The Vehicle Enterprise User will be able to access their Dispatch software, GIS and other City applications. The thin client which resides on a DELL R710 will also have the computing power of twin Dell Servers (R710, 4x4 CPU) and the Dell rack mounted small form Optiplex 790 / 990 personal computer architecture. They will all communicate on the vehicle’s Gigabit Ethernet network. Note: The six (6) Dispatch positions will also have PC’s installed as the primary for redundant measures. All of the servers will physically be accessible by the vehicle’s engineering staff by using the vehicle’s pull-out IP-based KVM switch.

As depicted in the conceptual drawing below, additional rack / cabinet space is required to house the other communications equipment. The hybrid DVR/NVR, Virtual Matrix, Attila Mobile Router, Skycasters satellite equipment, the wireless interoperable gateway and our VOIP PBX / Fax appliance are all IP based and will be attached to the vehicle’s Gigabit Ethernet network.

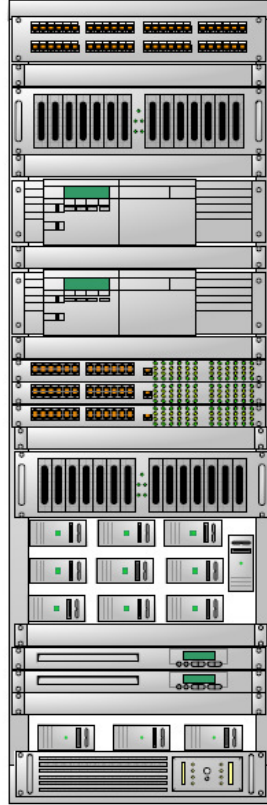
*(CONCEPTUAL DRAWING IS ON NEXT PAGE)*

Cabinet #1



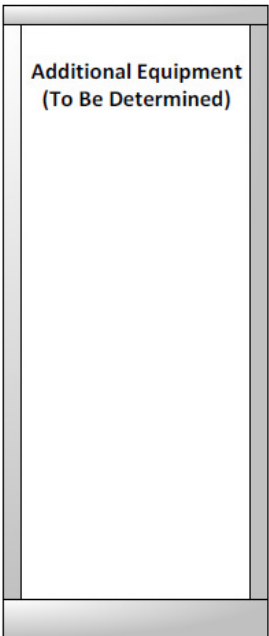
- Patch Panel
- Cisco WS-C3560E-48P  
48 Port PoE
- Pull-Out  
IP-based KVM
- DELL Optiplex 790 / 990  
Ultra Small Form Factor
- DELL Optiplex 790 / 990  
Ultra Small Form Factor
- iSCSI SAN 10 TB Storage
- iSCSI 24 port Switch
- Two (2) DELL R710 Server  
(128 GB RAM, 4x4 CPU)
- One (1) DELL R710  
(XENDesktop/Thin Client Option)
- UPS

Cabinet #2



- Patch Panel
- Aventura DHC – 08, H.264/SVC  
(Commercial Hybrid DVR/NVR)
- Aventura Virtual Matrix
- Attila MNC Mobile Router  
w/embedded wireless modems
- Skycasters, Inc.  
(Satellite Equipment)
- JPS, Inc. ACU-5000
- Ten (10) Attached  
Gateway Radios
- VOIP IP PBX (1U IP-PBX)
- IP Fax Appliance
- Motorola MTR3000, UHF, VHF &  
800 MHz, Repeaters
- UPS

Cabinet #3



Additional Equipment  
(To Be Determined)

## 9.7 Digital Satellite, Broadcast Television and Video

Video requirements for the Communications Vehicle consist of two (2) distinct components. One (1) is the ability to receive Digital Satellite Television, or off-the-air broadcast television, and the other is local video camera operation and inputs. The DSS satellite, off-the-air broadcast television and video camera feeds will be controlled by the Aventura DHC Series, or approved equal, H.264/SVC with integrated PC based hybrid DVR/NVR.

The Aventura DHC Series, or approved equal, DVR has the following capabilities:

- A Storage of 1TB capable of recording twelve (12) hours of video
- B. Serves also as a video switch capable of controlling video delivered to each TV screen
- C. Capable of supporting eight (8) analog and eight (8) IP cameras for scalability (e.g., City of Suffolk can set up additional wireless remote cameras to provide additional views)
- D. Capable of two (2) DVI output

The Aventura, or approved equal, can serve up video content to users on the Regional Cities Wide Area Network (WAN) directly to the vehicle at a minimum.

Due to the City's requirement to support both DSS and off-the-air broadcast television feeds, it is recommended that the DSS and off-the-air broadcast be connected directly to each television. The video input for DSS and off-air broadcast television feeds will be controlled by each television remote control for establishing the video input.

The Digital Satellite System (DSS) video and local video camera feeds will be connected to the Aventura, or approved equal, DHC Series DVR/NVR. The DHC computer will be controlled from the TrippLite, or approved equal, 8 port KVM mounted in the rack as described above. All DSS and video camera inputs shall be controlled from this KVM and distributed to the appropriate television, monitor or PC. The Smart Board shall be controlled from the Dell, or approved equal, precision rack mounted PC and the TrippLite, or approved equal, KVM.

Mobile video equipment will include:

- B&H Photo PC Pro Workstation Lenovo ThinkPad/Adobe Premiere Pro CS5.5 Turnkey Editing System, or approved equal
- JVC GY-HM 150U Compact Handheld 3-CCD Camcorder, or approved equal
- TVU Networks TVU PACK, or approved equal

The Communications Vehicle video equipment requirements and systems description are as follows:

- A. One (1) AVL 1.2 meter VSAT Antenna System with LNB and 6W BUC shall be installed over the cab of the vehicle and the Tracstar, or approved equal, controller, and Idirect 3100, or approved equal, modem shall be rack mounted in the Communications Vehicle.
- B. The antenna shall be connected to the 3100 series modem with RG6 coaxial cable.
- C. One (1) DSS Antenna system shall be installed over the cab of the vehicle, and the controller shall be rack mounted.
- D. The antenna shall be connected to a 75 ohm three-way splitter via RG6 coaxial cable.
- E. The three (3) outputs of the 75 ohm three-way splitter shall be connected to each of the three (3) R16-100 DSS/DRV satellite receivers with RG59 patch cables.
- F. The three (3) DirecTV Model R16-100, or approved equal, DSS/DVR's shall be rack mounted in the vehicle.
- G. The outputs of each of the three (3) R16-100 DSS/DRV satellite receivers shall be connected to the Aventura DHC Series, or approved equal, DVR/NVR with RG59 patch cables with F connectors.
- H. The two (2) forty-two inch (42") televisions shall be connected to the Aventura DHC Series, or approved equal, DVR/NVR with a DVI patch cable.
- I. The external forty-inch (40") television shall be connected to the DHC Series DVR/NVR with a DVI patch cable.
- J. One (1) Accelelevision, or approved equal, TVABOOM boomerang TV antenna shall be installed on the roof the vehicle's cab, and the RG59 cable with F connectors shall terminate in a 75 ohm three-way splitter.
- K. Three (3) RG59 jumpers with F connectors shall be installed from each antenna port of the of the three-way splitter to one (1) of the television video inputs on each television in the vehicle.
- L. The Aventura DHC Series, or approved equal, H.264/SVC DVR has an integrated PC that is accessed by the TrippLite, or approved equal, KVM mounted in the rack and shall control all audio and video inputs and outputs.

- M. The Aventura Virtual Matrix has been included in the design to support the requirement of having every video stream routable to any television within the vehicle. All video cameras will be attached to the NVR/DVR to record and store the video streams. Then the video streams are individually attached to the audio/video virtual matrix. The virtual matrix allows any audio or video stream to be played on any of the monitors within the Communications Vehicle.
- N. The Aventura, or approved equal, 24 VAC power supply shall be installed at the equipment rack location.
- O. One (1) Sierra Pacific Innovations Inc. (SPI) - M5 MRTI, or approved equal. The M5 MRTI is a medium range, high resolution, thermal imaging camera and integrated CCTV long range zoom camera. The combined video camera model shall be installed on one (1) of the thirty-foot (30') telescoping masts. The M5 MRTI will also be connected to the Aventura (or approved equal) DHC Series DVR via RG59 coaxial cable, two (2) pair 18 AWG wire and CAT5 cable via the one-inch (1") Nycoil.
- P. The RG59 and 18 AWG/CAT5 shielded cables shall be installed in the Nycoil from the equipment rack to the camera on the mast.
- Q. The PTZ keyboard and joystick shall be installed at the Scribe's desk area near the Conference Area. The PTZ keyboard and joystick will control the pan, tilt and zoom of the PTZ mast camera.
- R. Three (3) Aventura CAM-5B-21IR-3DNR model, or approved equal, video cameras shall be installed-- one (1) camera on each of the rear corners and one (1) on the street side front corner of the roof of the Communications Vehicle operations chassis and connected to the Aventura DHC Series, or approved equal, DVR with RG59 cables and 18 AWG/CAT5 shielded cables from the equipment rack location.
- S. One (1) fifty-inch (50") LCD 6052i SMART Board, or approved equal shall be installed on the rear wall of the command bus near the conference table.
- T. The SMART Board 6052i Smart Board, or approved equal, shall be connected to the Cisco WS-C3560E PoE switch, or approved equal, via a CAT6 patch cable.
- U. One (1) NEC NP-M260W WXGA LCD Projector (or approved equal), one (1) IWB102HW deployable screen (or approved equal), and one (1) three-way speaker system shall be stored within the vehicle for use in the readily deployable shelter.  
  
Once the shelter is deployed at an incident scene, the projector (which is also attached to the video matrix) and its deployable projection screen (approximately 50" x 88") will provide streaming video to the shelter.
- V. All coaxial cables shall be installed in vehicle wiring chase or conduit.



- W. All rack mounted hardware shall be mounted within computer cabinets. The cabinets will be designed to be located towards the rear section of the vehicle. The equipment within cabinets must be mounted on a standard nineteen inch (19") computer rack. All cabinets and racks must be constructed within the vehicle to allow for ample room and space for the Communication Vehicle engineer to install and de-install technical computer equipment as required.

## **10.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS**

### **10.1 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 bidder's responsibility to ensure the proposal is received prior to the acceptance time. The "official" time of acceptance shall be "date stamped" upon receipt of the bid package in the Purchasing Division office. 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.

### **10.2 Questions and Inquiries**

Questions and inquiries, both verbal and written, will be accepted from any and all firms. Inquires pertaining to Request for Proposals must give RFP number, title and acceptance date. Material questions will be answered in writing and will be distributed to all firms who receive the RFP provided, that all questions are received five (5) days prior to opening date.

The Senior Buyer, Cindy Norfleet, is the designated authorized spokesperson for the City of Suffolk with respect to this RFP. Accordingly all questions and/or comments should be directed to the Buyer's attention. 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 other elected City officials. Any such unauthorized contact may disqualify the offeror from the procurement.

### **10.3 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.suffolk.va.us](http://www.suffolk.va.us).

10.4 Firm Pricing for City Acceptance

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

10.5 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. Any proprietary information must be listed on the attached "Proprietary/confidential Information Identification" form and submitted with the proposal.

10.6 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 on the pricing page.

10.7 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.
- 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 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 specified above.

- e. Each firm shall submit **one (1) original and four (5) copies** of their 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.

One electronic original copy shall be included in the proposal package.

A redacted original and electronic copy shall also be included in the proposal package. All information marked proprietary shall be removed from the original and electronic redacted copies.

#### 10.8 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.

#### 10.9 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.

#### 10.10 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.

#### 10.11 Rights of the 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.

#### 10.12 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.

#### 10.13 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.

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.

#### 10.14 Announcement of Award

A Notice of Award will be posted on the City's web site [www.suffolkva.us](http://www.suffolkva.us) and on the bulletin board located in the Purchasing Division, Room 105, 441 Market Street, Suffolk, Virginia.

#### 10.15 Protest

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

#### 10.16 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.

#### 10.17 Use of Contract by Other Public Bodies

Bidders are advised that the resultant contract may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor shall deal directly with the public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The City of Suffolk acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to a public body will have no effect on consideration of your bid.

It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).

Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of this contract is consistent with their laws, regulations and other policies.

Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

The City of Suffolk shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

#### 10.18 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.

### 11.0 **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.

Since proposals from a number of suppliers are anticipated, and the City cannot be expected to be familiar with all various technical details of the Offeror's products, the only adequate method of evaluation will be to compare in the following format. Offerors are cautioned that failure to submit proposals in the format specified herein will be grounds to reject the Offeror's proposal and remove the proposal from further consideration.

The City reserves the right to request clarification of information submitted and to request additional information if deemed necessary.

#### 11.1 Signature Sheet and Cover Letter

The offeror shall complete and submit the Signature Sheet (included in the proposal) and submit it with a brief cover letter. The cover letter should summarize key elements of the proposal. An individual authorized to bind the Contractor must sign the letter and Signature Sheet, as well. The letter must stipulate that the proposal price(s) will be valid for a period of at least 120 days. Indicate the address and telephone number of the Contractor's office.

## 11.2 General Information

The offeror shall provide a brief introduction of the company, including size, organization, number of years in business, capabilities and appropriate point of contact.

## 11.3 Vehicle Offered

The Offeror shall submit current written technical specifications, to include materials used, framework, construction, etc. for the chassis and body, as well as exterior and interior features offered.

The offeror shall list and include brand names/specifications of furniture, flooring, and other essentials, etc. used in the interior of the vehicle.

The Offeror shall include specifications for the communications/technical equipment supplied by the Contractor, as well as generators, etc.

The Offeror shall include specifications for the Rapidly Deployable Shelter System, Projector System, and Mobile Satellite Internet Trailer System.

The Offeror shall submit detailed scale CAD drawings depicting their exact offering in response to these specifications. Generic or “standard” CAD drawings from any Offeror that does not depict the described interior and exterior configuration (with minor variations allowed for differences in the manufacturing process) as indicated in this proposal are not acceptable. Copies of any proposal drawings, which are submitted as the manufacturer’s own drawing, in the proposal package are not acceptable.

At a minimum, view must include front, rear, curbside, and streetside exterior views, including any special exterior compartment configurations and special equipment.

CAD drawings of the floor plan shall be submitted with the proposal. Specific views should include:

- Plan View
- Driver Side Interior View
- Passenger Side Interior View
- Passenger Side Exterior View
- Bulkhead View
- Front and Rear Exterior View
- Roof View

Provide a conceptual drawing of all IP, communications, and other IT-based systems installed on the vehicle (similar to the attached sample drawing on Page 40).

The Contractor shall include photos of a vehicle “similar” to that offered.

#### 11.4 Training

Describe the training program for technical communications equipment and systems that will be scheduled with the City's Information Technologies (IT) staff following delivery of the completed vehicle. Include hours of training and proposed schedule.

#### 11.5 Exceptions, Variations, and Substitutions

The Contractor must list any and all exceptions, variations, substitutions, and any area of non-compliance with these specifications. Please list by page, item, and number, any and all exceptions, clarifications or deviations, including, any manufacturing differences in materials, electrical or any other items/construction that are not in complete compliance with these specifications.

#### 11.6 Warranty Information

The Contractor shall provide warranty information as outline in Section 6.3.

Indicate how warranty work will be performed, including a local authorized service and repair facility where warranty work may be performed.

#### 11.7 References

Provide a minimum of five (5) references for whom you have provided a similar mobile communications or mobile command vehicle. Reference should include name, address, telephone number, and description of vehicle purchased.

#### 11.8 Delivery

Provide your best guaranteed delivery date for the completed vehicle beginning with the receipt of the City's purchase order and ending on the actual date of delivery to the Fleet Management Facility. Provide actual calendar days from start to finish. Include a detailed schedule of events to include Pre-Construction and Pre-Delivery Conferences. Since grant monies must be spent by the end of December 2012, it is imperative that the successful vendor has the capabilities to deliver the vehicle well in advance of the deadline.

#### 11.9 Pricing

Provide a lump sum price to provide the Regional Mobile Communications Vehicle described herein, to include installation of all equipment supplied by the Contractor, as well as equipment provided by the City. Price shall include delivery, warranties, training, and any travel associated with the Pre-Construction and Pre-Delivery conferences, etc. to provide a turn-key vehicle. Include additional pricing for any options, upgrades, additional equipment, etc. that may be used in negotiations for the purchase of the vehicle.

## 12.0 EVALUATION AND AWARD CRITERIA

The City's Evaluation Committee shall review each proposal and verify the claims and credentials of each offeror. Selection will be made for each proposal on the basis of the criteria listed below. Each criteria will be rated from 1 to 50 with 1 being poorest and 50 being the best. Weights to each rating will be applied as indicated below.

- A. Offeror's experience and capabilities for providing mobile communications / command vehicles based on references and years working in this type of industry. (Weight: 3)
- B. Design and quality of the Regional Communications Vehicle offered, as well as the suitability of the vehicle for the intended purpose. Evaluation will be based on the specifications, drawings, quality of construction, etc. submitted by the Offeror in their proposal. Also included in this criteria will be the ability of the Offeror to deliver the completed vehicle in the time allotted in the RFP specifications, as well as his compliance with the specifications (Weight: 5)
- C. Price (Weight: 2)

Once each member of the Evaluation Committee has independently read and rated each proposal and completed a proposal evaluation matrix form, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. The preliminary rating will be used to select the firms for further consideration—the short-list. At this point, the Evaluation Committee will conduct interviews and/or discussions with the top ranked firms (usually the top three to five depending upon the number of proposals received).

## 13.0 CONTRACT TERMS AND CONDITIONS

### 13.1 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.

### 13.2 Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage's 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 bidder, 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 three (3) years after delivery; for occurrence policies. Claims made policies must be in force or that coverage purchased for six (6) years after delivery 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  
\$1,000,000 Fire Damage Limit  
\$ 500,000 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  
\$ 500,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

d. Umbrella/Excess Liability

\$1,000,000 umbrella/excess liability coverage

e. 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/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.

4. Shall provide thirty (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 Officer.
11. All coverage's designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

### 13.3 Hold Harmless Clause

The Contractor shall, during the term of the contract, indemnify, defend 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.

#### 13.4 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.

#### 13.5 Ethics In Public Contracting

By submitting a bid, the bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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. (Code of Virginia 2.2.4367)

13.6 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.

13.7 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.

13.8 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 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.

13.9 Drug-Free Workplace

During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor's employees; (2) post in conspicuous place, 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; (3) state in all solicitation or advertisement for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

13.10 Exemption from Taxes

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

13.11 Faith Based Organization

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

13.12 Substitutions

NO substitutions or cancellations are permitted after award without written approval by the Purchasing Agent.

13.13 Method of Payment

Contractor shall submit invoices in duplicate for each delivery, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables.

Invoices shall be submitted to using departments.

Upon acceptance of work, the City will render payment within forty-five (45) days of receipt of invoice. Unless otherwise provided, interest on the payment shall not exceed the rate of 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.

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

13.15 Assignment of Contract

This contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

13.16 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.

13.17 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.

13.18 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 (an) appropriation(s) (was) were received without penalty or expense to the City of any kind whatsoever.

13.19 Severability

If any part, term, or provision of this agreement, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provision or portion of the contract document.

13.20 Controlling Law; Venue, Pending/During Litigation

This contract 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.

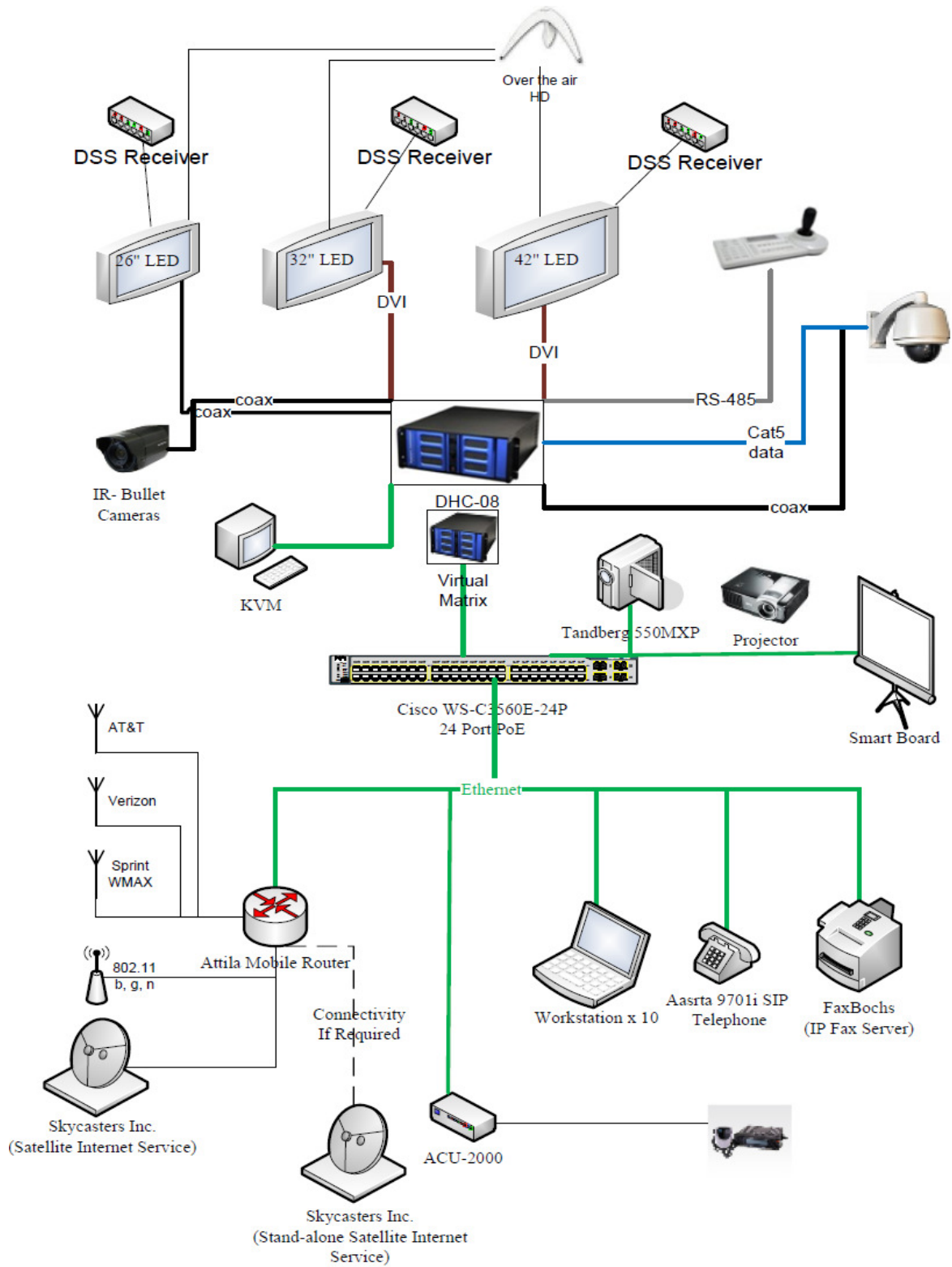
The contractor shall not cause a delay in services because of pending litigation or during litigation proceedings, except with the express, written consent of the City or by written instruction/order from the Court.

13.21 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.

13.22 Waiver

The failure by one party to require performance of any provision of this contract 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 contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.



**Figure 1: IP Diagram**



# **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:** \_\_\_\_\_





**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

**PROOF OF AUTHORITY TO TRANACT 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**