



CITY OF SUFFOLK

Finance Department / Purchasing Division

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

REQUEST FOR PROPOSALS

TELECOMMUNICATIONS UPGRADE 800MHz P25 Radio System

Acceptance Date: Prior to 5:00 p.m. (*Eastern Standard Time*), June 4, 2012

RFP Number: 2012 – 00100

Acceptance Place: Department of Finance
Purchasing Division, Room 105
441 Market Street
Suffolk, Virginia 23434

Pre Proposal Meeting: May 15, 2012 @ 10:00 a.m.
Council Chambers
441 Market Street
Suffolk, Virginia 23434

Request for information related to this Request for Proposals shall be directed to:

Linda S. Story, CPPB
Purchasing Agent
Telephone: 757-514-7523
Fax: 757-514-7524
Email: lstory@suffolkva.us

This document can be downloaded at www.suffolkva.us/bids/index.jsp.

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

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

**REQUEST FOR PROPOSALS
TELECOMMUNICATIONS UPGRADE**

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Prepared by: Linda S. Story, CPPB

Date: April 24, 2012

1. Purpose:

The City of Suffolk, Virginia (CITY) is requesting sealed proposals from qualified individuals and firms to provide a turnkey acquisition and installation of a digital radio system capable of operation in 800 Mhz frequency band, including software, hardware, ancillary equipment, and necessary subsystems for fixed network equipment as well as portable and mobile radios, which results in a fully operational radio communications system meeting the requirements of this solicitation.

The CITY desires to purchase a system that will support its land mobile radio (LMR) communications requirements from a single contractor. The contractor shall furnish all equipment and services required to install and optimize a fully operational and licensed system.

2. Background:

The City currently operates a 10 channel, 3 site, 800 MHz Motorola Smartnet system. Originally installed in 1988, the current City land mobile radio (LMR) system is now near the end of its life. Since the system components, software and parts are no longer available, it is necessary to upgrade/replace the system to insure first responders are still able to communicate. Based on the age of its current system the City will need to replace its current system with a Phase 1 P25 system that can be upgraded to Phase 2.

The CITY has documented significant coverage gaps in the southwest part of the CITY and the Great Dismal Swamp which will need to be addressed in the design solution by adding sites. Furthermore, the CITY needs to relocate its prime site across the street from its current location due to reconstruction at the dispatch center. The new system will need to be designed to improve the current coverage of the system and shall be coordinated along with the construction of a new Emergency Communications Center. The new core and new dispatch center will be implemented in the same proximity of the current location, thus needing the vendor to propose an effective transition approach. The CITY will provide the schedule for the construction of its new Emergency Communications Center during the design phase.

Additionally, Suffolk is a vital partner in the Hampton Roads Region as well as within its Statewide Interoperability Communications community. Due to the fact that this region is hit on a regular basis by hurricanes (Irene in 2011 and Isabel in 2003), mutual aid agreements have been established for several years enabling Fire and Police to interoperate. This has been achievable because of similar technologies and operational frequencies of the different systems. As a consequence all Hampton Roads jurisdictions address the upgrade of their antiquated LMR systems by upgrading them to the public safety standard compliant digital P 25 system platform. The technology provides better interoperability capabilities and meets regional, State and National strategic goals. The CITY also desires to expand the coverage of its existing interoperability disaster channel and to add the national mutual aid channels to all of its radio transmission sites to strengthen its interoperability capabilities.

The CITY also considers the option of implementing mobile data capabilities to its public safety communication portfolio.

In summary, the scope of this solicitation is to provide the CITY with a solution that will address the current and future needs for a Phase 1 P25 trunked network that is upgradable to P25 Phase 2, and analog conventional network for mutual aid/disaster response, and an optional

broadband mobile data system.

3. Scope of Work:

See "Attachment A"

4. 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.

5. Instruction for Submitting Proposals:

5.1. Submission of Sealed 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. Sealed Proposals must be received by the Purchasing Division BEFORE the hour specified on the acceptance date. Proposals may either be mailed to: **P.O. Box 1858, Suffolk, Virginia 23439-1858** or hand delivered to **441 Market Street, Room 105, Suffolk, Virginia 23434**. It is the responsibility of the offeror to submit the proposals in a timely manner so that the proposals arrive prior to the hour specified on the acceptance date.

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

5.2. 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 seven (7) days prior to opening date. Linda S. Story, Purchasing Agent, 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 Purchasing Agent'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.

5.3. 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.suffolkva.us/bids/index.jsp.

5.4. Proprietary Information:

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **the offeror must invoke the protection 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. Please provide a cover page outlining the section and page number of the proprietary section.

5.5. Authority to Bind Firm in Contract:

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

5.6. Preparation and Submission of Proposals:

All proposals shall be signed in ink by the individual or authorized principals of the firm.

All attachments to the Request for Proposal requiring executing by the firm are to be returned with the proposals.

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.

Proposals must be received by the Purchasing Division BEFORE the hour specified on the acceptance 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.

Each firm shall submit one (1) original and six (6) copies of their proposal (including price proposal) along with a electronic response on a CD-ROM to the City's Purchasing Division, as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

5.7. Deviations from Scope of Services:

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

5.8. Firm Pricing for City Acceptance:

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

5.9. Withdrawal of Proposals:

All proposals submitted shall be valid for a minimum period of 120 calendar days following the date established for acceptance.

Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

5.10. Subcontractors:

Offerors shall include a list of all subcontractors in their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The City reserves the right to reject the successful firm's selection of subcontractors.

5.11. 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.

5.12. Rights of City:

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

5.13. Prohibition as Subcontractors:

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

5.14. Notice of Award:

A Notice of Award will be posted on the City's web site www.suffolkva.us and on the bulletin board located outside of the Purchasing Division, Room 105, 441 Market Street, Suffolk, VA 23434.

5.15. 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.

5.16. Debarment:

By submitting a proposal, the Contractor is certifying that he is not currently debarred by the City. A copy of the City's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

5.17. Miscellaneous Requirements:

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.

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.

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 best interest of the City.

5.18. 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.

6. 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:

6.1 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.

6.2 Preparation Guidelines

For consideration, all proposals should be as responsive as possible to the solicitation. In order to adequately evaluate the proposals, all Offerors should include a table of contents and use the following format:

1. Experience

The contractor shall provide a concise description of their work experiences as it relates to the scope of work outlined herein. Said description should include a matrix that outlines the contractor's experience. The matrix should show the names of at least five (5) clients where similar services, simulcast P25 system, were provided along with a description of the services provided, total value of the contract, date service was provided, and name and telephone number of a contact person for that client.

2. Capability and Skills

The Contractor shall provide the following information:

- a) A company profile providing the following:
 - (1) Firms name and business address, including telephone and facsimile numbers;
 - (2) Year established (include former firm names and year established, if applicable)
 - (3) Organizational Chart of the firm
 - (4) The name, title, address, and telephone number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the firm and subcontractors, if applicable.
- b) A description of Contractor's facilities, operations and serving locations
- c) A listing of Contractor's training and support capabilities
- d) A description of the qualifications and functions of the key personnel and project management staff that will be assigned to the project. Such description should cover the following positions:
 - (1) Proposal Manager
 - (2) Contract Administrator
 - (3) Program Manager

- (4) Program Management Organization
 - (5) Major Subcontractors
 - e) Description of financial stability and other resources that most adequately ensure the delivery of acceptable services to the City. Contractor shall indicate the type of organization they represent – i.e., individual, partnership, or corporation. If Contractor represents a corporation or partnership the names of the President, Vice-President, Secretary, Treasurer, and all principals or partners shall be listed. If available, Contractor should provide financial statements – i.e., audited annual financial reports for the previous three years.
3. Scope of Work to be Performed
- a) Executive Summary
 - b) Technical Discussion – Product Description

The Contractor shall provide detailed design descriptions for each of the sections depicted in City of Suffolk Telecommunications Systems Statement of Requirements (Attachment A).

4. Price

Contractor shall provide an itemized cost break down that shall identify in separate detail, the charges associated with each deliverable item and major item, e.g., Hardware, Software, Installation, Training, Implementation Support, Maintenance and Support Services, travel, etc.

7. Evaluation and Award Criteria:

The City's Evaluation Committee shall review each proposal and verify the claims and credentials of each offeror. Two (2) or more offerors deemed to be fully qualified and best suited among those submitting proposals will be selected for interview based on the criteria listed below:

- ✓ Experience in providing the services requested
- ✓ Capability and skills to perform the requested services as generally described in the scope of work
- ✓ Responsiveness of the written proposal to the scope of work to be provided
- ✓ Cost Proposal and Schedule

Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror, the City shall select the offeror which, in its opinion, has made the best proposal, and will award the contract to that offeror. Should the City determine, in its sole discretion, that one offeror is qualified, or that one offeror is clearly more highly qualified than the other under consideration, a contract may be negotiated and awarded to that offeror. The City of Suffolk is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

The successful firm will be expected to sign a contract with the City of Suffolk. The successful firm shall execute and return the contract documents to the City within ten (10) days of receipt. The City reserves the right to include additional terms and provisions, as negotiated.

8. Contract Terms and Conditions:

8.1 Procedures:

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

8.2 Contract Period:

The Contractor agrees that the City has the right to purchase additional equipment and additional services for one (1) year after award of the contract in accordance with this section. Upon mutual agreement of both parties, this pricing agreement may be extended for four (4) additional one-year periods.

8.3 Periodic Adjustments

A. Market Related Adjustments

The City expects that the prices negotiated will be for the term of the contract, however, industry prices for items of service and equipment can be expected to decrease over the course of this contract. The City will expect to receive the benefit of competitive and technical developments that reduce prices.

B. Scope Related Adjustments

Additional services and equipment items may be negotiated at any time during the term of this contract.

C. Discounts Off Manufacturer List-price

The City expects, at a minimum, to receive the same discount off list provided as part of this proposal, for all additional purchases of equipment and services, regardless of quantity and type of equipment purchased, for the term of the contract.

8.4 Insurance:

Contractor agrees to secure and maintain in full force and effect at all times during the term of this Contract, the following policies of insurance:

8.4.1 General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$ 50,000 Fire Damage Limit
\$ 5,000 Medical Expense Limit

8.4.2 Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the offeror, his agents, representatives, employees or subcontractors.

Minimum Limits

\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$ 5,000 Medical Expense Limit

8.4.3 Workers' Compensation

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

8.4.4 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 CONTRACTOR'S insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
4. Shall provide 30 days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverages for subcontractors of the offeror shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The offeror shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from the Risk Manager or the Division of Risk Management.
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.

8.4.5 Proof of Insurance

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

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 Worker's Compensation/Employers' Liability.

8.9 Performance Bonds

Contractor shall provide a 100% performance bond in conformity with Virginia Code section 2.2-4437 payable to the City, for the total amount of the contract, Such bond shall be submitted within ten (1) days of notice of award, The bond shall be issued by a surety company licensed and legally authorized to conduct the business of insurance, including surety written in the Commonwealth of Virginia and shall meet the approval of the City.

8.10 Hold Harmless Clause:

The offeror shall indemnify, defend, and hold harmless the City of Suffolk, its officials, employees, agents, and representatives thereof from and against any and all losses, damages, claims, fines, penalties, suits, costs, actions, or claims of any kind, including attorneys' fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property which arise out of any violation of law by, and all acts and omissions of the offeror, the offeror's agents, employees, or customers occurring in

connection with the products and services covered herein or from any claims or amounts arising from the violation of any law, bylaw, ordinance, regulation or decree.

8.11 Notice of Required Disability Legislation Compliance:

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

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

8.12 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 Sec. 2.2.4343.1E).

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

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.

The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

8.13 Ethics in Public Contracting (Sec 2.2-4367 ET. SEQ. Code of Virginia):

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.

8.14 Compliance with Federal, State and Local Laws and Federal Immigration Law:

Section 2.2-4311.1 requires that all public bodies provide in every written contract of more than \$10,000 that the contractor does not, and shall not during the performance of the contract for foods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

8.15 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.

8.16 Antitrust:

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

8.17 Drug-free Workplace:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the

unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

8.18 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.

8.19 Faith-Based Organizations:

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

8.20 Modifications:

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

8.21 Invoicing and Payment:

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

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

City of Suffolk, Virginia
Department of Capital Programs and Building Maintenance
P.O. Box 1858
Suffolk, Virginia 23439-1858

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

8.22 Assignment of Contract:

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

8.23 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.

8.24 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.

8.25 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 or are otherwise available for the purpose of this Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Contract, the

City shall immediately notify Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to the City of any kind whatsoever.

8.26 Record Retention / Audits:

The contractor shall retain, during the performance of the contract and for a period of seven years from the completion of the contract, all records, including computerized records, pertaining to the contractor's proposal and any contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; contract amendments; insurance documents; memoranda; and correspondence. Such records shall be available on demand and without advance notice during normal working hours.

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

8.27 Severability:

If any part, term, or provision of this contract 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.

8.28 Applicable Laws:

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia. 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 United District Court for the Eastern District of Virginia, Norfolk Division.

8.29 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.

8.30 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.

8.31 Entire Agreement

This contract comprises the entire understanding between the parties and cannot be modified, altered or amended, except in writing and signed by all parties.

8.32 Waiver

The failure by one party to require performance of any provisions 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.

8 Forms and Attachments:

The following forms and attachments are to be submitted as elements to this Request for Proposals.

SIGNATURE SHEET

(RFP #2012 – 00100)

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

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

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

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

Complete Legal Name of Firm: _____

Address: _____

Federal ID No.: _____

Telephone No. _____ Fax No. _____

Name (type/print): _____ Title: _____

Signature: _____

PROPRIETARY / CONFIDENTIAL INFORMATION IDENTIFICATION

(RFP #2012 – 00100)

Name of Firm/Offeror: _____

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

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

EXCEPTIONS TO RFP

(RFP #2012 – 00100)

Name of Firm/Offeror: _____

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

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

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

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

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE CONTRACTOR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
 - C. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
 - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

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

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

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

EVALUATION MATRIX

(RFP #2012 – 00100)

Name of Firm / Offeror: _____

Evaluation Criteria	Score
Experience in providing the services requested (30 points)	
Capability and skills to perform the requested service as described in SOW (30 points)	
Responsiveness of written proposal to SOW (20 points)	
Cost Proposal and Schedule (20 points)	
Total Score (100 points maximum)	

Rater: _____ Date: _____



CITY OF SUFFOLK

Finance Department / Purchasing Division

P.O. Box 1858, Suffolk, VA 23439; Telephone: (757) 514-7520; Fax (757) 923-2155

THE FIRM OF: _____

Address: _____

FEIN (Tax ID #): _____

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

Item:	Included:
1. References	_____
2. Addenda, if any.	_____
3. One (1) original and six (6) copies	_____
4. One CD-Rom	_____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____

Fax: _____

Email Address: _____ Cell: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

References

(RFP #2012 – 00100)

Name of Firm/Offeror: _____

Offerors shall provide references on this form.

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

4. Firm Name _____
Contact _____
Title _____ E-mail _____
Project Name _____
Mailing Address _____
Phone _____ Fax _____

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

**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA
THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO
INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID**

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

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

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

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

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

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):
Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

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

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION