



CITY OF SUFFOLK

Finance Department/Purchasing Division

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

REQUEST FOR PROPOSAL

TITLE: RESTAURANT SERVICES – Suffolk Executive Airport

ACCEPTANCE DATE: Prior to 5:00 p.m. July 11, 2012 “Eastern Standard Time”

RFP NUMBER: 2012-00122

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

PRE-PROPOSAL CONFERENCE: Tuesday, June 26, at 10 a.m.
Suffolk Executive Airport
1200 Gene Bolton Drive
Suffolk, Virginia 23434

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

Cindy L. Norfleet, CPPB
Senior Buyer
(757) 514-7522
Email address: cnorfleet@suffolkva.us

This document can be downloaded from our web site: www.suffolkva.us/bids/index.jsp

Issue Date: June 7, 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 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 offeror is not listed as a prospective vendor.

REQUEST FOR PROPOSAL

RESTAURANT SERVICES - *Suffolk Executive Airport*

SECTION/TITLE

1.0	Purpose.....	3
2.0	Background.....	3
3.0	Pre-Proposal Conference.....	3
4.0	Competition Intended.....	3
5.0	Contract Period.....	4
6.0	Scope of Services.....	4
7.0	Contract Requirements/Responsibilities.....	4
8.0	Incentives.....	6
9.0	Instructions for Submitting Proposals.....	6
10.0	Specific Proposal Requirements.....	10
11.0	Evaluation and Award Criteria.....	11
12.0	Contract Terms and Conditions.....	12
	Signature Sheet.....	18
	Proprietary/Confidential Information Identification.....	19
	Exceptions to RFP.....	20
	Anticollusion/Nondiscrimination/Drug Free Workplace Clauses.....	21
	Proof of Authority to Transact Business in Virginia.....	22

PROPOSAL AND OTHER FORMS TO BE EXECUTED BY THE BIDDER

No proposals were received for the Request for Proposal (RFP) dated June 5, 2012 (RFP #2012-00105) for restaurant services at Suffolk Executive Airport. A new RFP is hereby submitted under amended specifications, and the date for receipt of proposals has been extended until 5:00 p.m. July 11, 2012. A pre-proposal conference is scheduled for 10 a.m. June 26th at Suffolk Executive Airport.

1.0 PURPOSE

The purpose of this Request for Proposal is to solicit proposals from qualified offerors who may be interested in operating a restaurant/snackbar/café at Suffolk Executive Airport located at 1200 Gene Bolton Drive, Suffolk, Virginia. It is the City's desire to lease the facility for a nominal fee in exchange for the operation of a successful restaurant business within the City's facility. The individual/offeror should be highly motivated and prepared to offer creative and innovative suggestions /ideas to turn the restaurant into a thriving business.

2.0 BACKGROUND

The restaurant facility (dining area) is approximately 624 square feet and will accommodate up to 25 customers at eight tables and a counter. The kitchen area contains the following equipment: refrigerator, freezer, oven with four (4) burners (propane), three (3) sinks, ice maker, Frymaster deep fryer, and gas-powered grill.

A meeting room of approximately 484 square feet is located adjacent to the restaurant. Meetings are held infrequently in this room, and attendance varies from small groups of three (3) to ten (10) people to larger groups of fifteen (15) to twenty (20). The room may possibly serve as an extension to the restaurant for overflow customers. A covered patio with three (3) picnic tables is located just outside the restaurant facing the airstrip; this area may be used during warm season months.

Approximately fifty (50) aircraft land and take off daily at the Airport, and Suffolk Skydiving Club operates out of the Airport every weekend of the year.

Past operating hours have been from 7 a.m. to 3 p.m. on weekdays, 8 a.m. to 2 p.m. on Saturday, and 10 a.m. to 2 p.m. on Sunday, serving breakfast and lunch. Hours may be extended as approved by the Suffolk Executive Airport.

3.0 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is scheduled for 10 a.m. Tuesday, June 26, at Suffolk Executive Airport, 1200 Gene Bolton Drive, Suffolk, Virginia. Although, the conference is not mandatory, it is important that all interested bidders be present in order to ask any pertinent questions and receive all information related to the RFP.

4.0 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 bids to close.

5.0 CONTRACT PERIOD

Any resulting contract shall become effective upon signing of contract, and shall be effective through July 31, 2013. The City reserves the right to renew the contract for four (4) additional one-year periods, terminating July 31, 2017. The right is further reserved by the City to not renew the resulting contract at the expiration of any annual anniversary date by furnishing the Contractor with a ninety (90) day written notice. Either the City or the Contractor may terminate the contract without cause by first furnishing the other party ninety (90) days written notice of its intention to terminate.

A formal written contract with specifications will be entered into between parties. The proposal submittal shall substantially constitute the contract between the City and the Contractor. Formal written contracts will be drawn by the City, and all contract provisions that have not been stated herein will be drafted and included as necessary.

6.0 SCOPE OF SERVICES

The successful contractor should staff and manage a food service operation serving breakfast and lunch offerings in a restaurant style setting to include all normal condiments such as napkins, salt, pepper, ketchup, mustard, sugar, creamer, mayonnaise, utensils, etc. A dinner offering will be at the discretion of the Contractor. The Contractor will be responsible for providing dishware and eating utensils.

Services may include the incorporation of a delivery breakfast and/or lunch service to downtown businesses during working hours. The opportunity further exists for the operation of catering service(s), special events, receptions, or rentals, subject to approval by the Airport Manager.

7.0 CONTRACT REQUIREMENTS/RESPONSIBILITIES

The physical facilities made available to the Contractor under this contract shall not be used by the Contractor in connection with any operations not specifically included herein or specifically agreed upon by the City.

7.1 *The City shall:*

- a. Grant to the Contractor for the stipulated period, subject to the contract requirements and conditions set herein, the right to establish, manage and operate a restaurant within the Suffolk Airport facility; and, in connection therewith, to prepare, as required, and sell food, non-alcoholic beverages, and other such products as the City may authorize.
- b. Approve any and all designs, furnishing, decorations, alterations, improvements, advertisements, etc. prior to any such actions being taken by the Contractor.

- c. Provide the existing food service facility, tables and chairs, cooking equipment, and related utilities to the Contractor at no charge.
- d. Pay all utilities to include electric, water, heating and air conditioning, and telephone (local calls only). This does not include propane used for cooking.

7.2 The Contractor shall:

- a. Improvements/Alterations: Only after prior approval of the City, make any improvements or alterations to the existing cafeteria deemed necessary.
- b. Service: Operate and manage a restaurant within the Suffolk Executive Airport. Provide any and all services related to waiting tables, removing dishes and utensils from tables, and assuring that tables, chairs, and floors are cleaned daily.
- c. Menus/Food: Provide a variety of fresh, high quality foods and beverages in and all related condiments and paper products. The variety of quality and appearance shall be consistent with the highest food service industry standards for restaurants. All offerings featuring no or low fat, cholesterol, sodium, etc. should be identified as such.
- d. Prices: Make every effort to adhere to reasonable food cost ranges.
- e. Personnel: Recruit, train, supervise and employ adequate staff to efficiently operate the restaurant during all normal hours of operation. Furthermore, the contractor shall ensure that all employees assigned to work in the cafeteria be physically able to do their assigned work and shall be free from communicable diseases.
- f. The contractor shall provide any and all employee insurances and/or benefits to its employees. The City assumes absolutely no responsibility pertaining thereto.
- g. Employees of the contractor shall be properly attired/uniformed when performing their work assignments.
- h. Equipment and Utensils: Provide any equipment and utensils, not already listed herein, required by the Contractor for restaurant operation.
- i. Preventive Maintenance: Provide all preventive maintenance on all equipment related to the restaurant operation. Current equipment is in good working order. Contractor will be required to repair or replace any equipment damaged during the contract period.
- j. Cleaning/Custodial Service: Provide all custodial and janitorial service necessary to the restaurant area during all normal hours of operation. Cleaning services provided by the Contractor shall not include restrooms; the City will provide cleaning for these areas.

- k. Liability: The Contractor shall assume full and total responsibility and liability for all employees and operation of the Contractor.
- l. Insurance and Indemnification: Obtain whatever property insurance necessary. All insurance limits obtained and provided by the Contractor shall be conditional upon the acceptance of the City's Risk Management Department.
- m. Assignment of Responsibilities: The Contractor shall not sublet, assign, transfer or delegate any listed responsibilities of any kind without prior review and written approval by the City.
- n. Permits and Licenses: The Contractor shall acquire and maintain all required food licensing, health department permits, etc. necessary to operate a successful restaurant/food service business.

8.0 INCENTIVES

The City's main objective and purpose for this Request for Proposal is to provide quality food services/restaurant services for those patrons utilizing Suffolk Airport and its surrounding facilities, and subsequently to provide a quality restaurant for area residents. The City will provide the building, equipment, and furniture listed herein, as well as pay the cost of all utilities with the exception of propane, all of which will be included in the price paid by the successful contractor for the monthly lease. Every effort will be made to supplement advertising needs and promote the opening and operation of a new restaurant. Aesthetic enhancements to the physical appearance of the restaurant will be considered.

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 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 and time 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.

9.2 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.

9.3 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data is 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.

9.4 Firm Pricing for City Acceptance

Proposal pricing must be firm for City acceptance for one hundred twenty (120) days from proposal receipt date.

9.5 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.

9.6 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.

9.7 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 original and three (3) copies of their proposal (including price proposal) to the City's Purchasing Division as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

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.

9.8 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.

9.9 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), P.O. Box 1197, Richmond, Virginia. The SCC may be reached at (804) 371-9733.

9.10 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.

9.11 Rights of City

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

9.12 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.

9.13 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.

9.14 Announcement of Award

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice on the bulletin board located outside of Room 266 of the Finance/Purchasing Department and/or on the City's web site, www.suffolkva.us for a minimum of ten (10) days.

9.15 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.

9.16 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.

9.17 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.

10.0 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:

10.1 A letter of introduction including size of business, brief history, areas of expertise, statement of project interest, etc.

10.2 Experience: Contractor shall provide a concise description of his/her work experiences as related to the scope of work outlined herein. Said description should include, but is not limited to:

- Number and types of customers Contractor has served
- Scope of services provided
- Number of years the Contractor has been providing these types of services
- References and other documentation to verify Contractor's experience. For each reference, the name, address, and phone number, along with the name of a contact person shall be given.

10.3 Capability and Skill: The Contractor shall provide a description of the qualifications and skills of the business and personnel that will be responsible for performance of the service. Such description shall, at a minimum, include:

- Background information about the business

- List of those persons responsible for corporate supervision of the contract
- Qualifications of key employees that will be associated with performing the services
- Resources available to the Contractor for the performance of the contract
- Description of financial stability. Contractor should provide financial statement, if available, for the previous three (3) years.

10.4 Proposed type of operation: Contractor shall provide a description of the proposed type of operation planned for the Airport facility. Information shall include the following:

- Hours of operation
- Type of operation offered
- Methods of operation
- Name of operation

Submit samples of the menus proposed for breakfast and lunch services. Indicate those items which are offered every day and those items which change according to a cycle (daily specials). Include the proposed price structure and portion sizes for each item on one week's menu for breakfast and lunch. Compute prices to include all cost of goods, labor, operating expenses and management fee.

Provide any other specific types of information about services that you would implement to obtain maximum customer participation; for example, unique methods of service, handling of catering requests, special events, etc.

Include a time schedule. Give a time frame from notice to proceed to actual date of restaurant opening.

10.5 Fees: Offeror shall provide the dollar amount he or she will pay in monthly lease payments or provide other revenue alternatives to the City in exchange for the use of the Airport Facility. Include any and all related costs to the City.

11.0 EVALUATION AND AWARD CRITERIA

These criteria are to be utilized in the evaluation of qualification for development of the shortlist of those offerors to be considered for interview and/or potential negotiations. Individual criteria may in all probability to be assigned varying weights at the City's discretion to reflect relative importance. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- Qualifications and experience of Offeror related to operating a food service business to include prior work and references (35% of score)
- Capability of offeror to perform the required services including employee and management qualifications, resources, and financial stability (20% of score)
- Proposed type of operation to include operation hours, methods of operation, proposed menu and reasonableness of food costs, specialty services, and operating concepts (25% of score)
- Reasonableness of proposed leasing fees or alternative revenue options (10% of score)
- Completeness and quality of proposal (10% of score)

12.0 CONTRACT TERMS AND CONDITIONS

12.1 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.

12.2 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 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.

12.3 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.

12.4 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.

12.5 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)

12.6 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.

12.7 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.

12.8 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.

12.9 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.

12.10 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.

12.11 Faith Based Organization

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

12.12 Substitutions

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

12.13 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.

12.14 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.

12.15 Assignment of Contract

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

12.16 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.

12.17 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.

12.18 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.

12.19 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.

12.20 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.

12.21 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.

12.22 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.

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.

Name and Address of Bidder:	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 established 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