REQUEST FOR PROPOSAL
Managed Print Services and Printing Devices

ACCEPTANCE DATE/TIME:
Prior to 5:00 p.m. January 7, 2013 “Eastern Standard Time”

RFP NUMBER:
2013-00037-IC

MANDATORY PRE-PROPOSAL CONFERENCE:
City Council Conference Room
441 Market Street
Suffolk, VA 23434
December 17, 2012
2:00 p.m. EST

SUBMIT RESPONSES TO:
Purchasing Division, Room 105
441 Market Street
Suffolk, Virginia 23434

Requests for information related to this RFP should be directed to:
Ivy G. Crawford, VCA
(757) 514-4015
Email: icrawford@suffolkva.us

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

Issue Date: December 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.
PURPOSE
The intent of this Request for Proposal (RFP) is to solicit proposals from one or more Offerors to conduct a Managed Print Services study (MPS) with the ultimate goal of developing and implementing a solution that solves performance issues and generates significant cost savings and operational efficiencies for the City of Suffolk. The Offeror may suggest new multi-function devices (MFD)/copiers, low-end printers, wide format printer/copiers and high speed production devices to the City of Suffolk for all of its departments and agencies when they meet the goals of added efficiencies or cost savings.

The City’s MPS needs span the entire organization and encompass all city departments including, but not limited to, offices at the Suffolk Municipal Building and Human Resources Building in downtown Suffolk and at other City facilities such as the Godwin Courts Building, Health and Human Services Building, Fire and Rescue stations, Police precincts, Libraries, Parks and Recreation facilities, and Public Works and Public Utilities offices. Additionally, the City is in the process of building a new Municipal Center which is expected to be completed in two (2) years. Once the new building is complete, a number of City offices will be moving into the new Municipal Center and there should be opportunities to consolidate printing stations and remove low-end printers from our inventory.

The City desires to enter a contract to address its immediate MPS needs, providing for enhancements to aging and underperforming copier/printer devices over the next two years prior to the completion of the New Municipal Center, and implement longer term innovative solutions to optimize efficiencies and produce substantial cost savings through consolidation efforts and elimination of unnecessary or excessive copier/printing devices.

SELECTION PROCESS

The specific selection process of this project will be:

Once proposals are received the City shall determine, based on the evaluation criteria, selection of two firms as the highest qualified to perform a study of the City’s requirements; now and two years from now.

The top two (2) ranked (short-listed) Offerors will be asked to conduct the study of the City’s entire current printer and copier fleet including the current locations.

The short-listed Offerors shall present solutions and a plan for significant cost savings to the City.
The plan may include a reduction of the fleet size by sharing of devices, by downgrading the kinds or styles of devices, by networking equipment and by the use of industry standard metrics.

Final selection for award will be based on the best solution including overall savings to the City. The City will then enter into a contract with the successful Offeror for providing required new or replacement equipment based on the prices schedule selected.

**TIMETABLE**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Target Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP posted to PMO</td>
<td>11/30/2012</td>
</tr>
<tr>
<td>RFP posted to Websites</td>
<td>12/07/2012</td>
</tr>
<tr>
<td>Supplier pre-proposal conference</td>
<td>12/17/2012 @ 2:00 p.m. (CCCR)</td>
</tr>
<tr>
<td>Deadline for all questions</td>
<td>10 days prior to due date</td>
</tr>
<tr>
<td>Proposals due</td>
<td>January 7, 2013; 5:00 pm (EST)</td>
</tr>
<tr>
<td>Presentations and site visits</td>
<td>TBD</td>
</tr>
<tr>
<td>Presentations of Solutions</td>
<td>TBD</td>
</tr>
</tbody>
</table>

The timetable above is provided for planning purposes only.

**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.
INNOVATION TO GOVERNMENT

The City of Suffolk encourages Offerors to bring innovative ideas and/or solutions that result in cost and operational efficiencies or improvements while enhancing the services that City provides its citizens.

INCENTIVES TO PARTICIPATE

Qualified Offerors will not be paid for the study; however, the award given to the successful Offeror after evaluating their proposed solution will result in a contract to provide new and replacement equipment for the contract period(s).

contract period

Any resulting contract or contracts shall become effective upon executed contract and shall be effective through the end of the selected leasing period. Either the City or the Offeror may terminate the contract without cause by first furnishing the other party sixty (60) days written notice of its intention to terminate.

A formal contract will be entered between parties after the studies have been completed and the solutions have been evaluated by the City. Formal written contracts will be negotiated and written by the City, and any contract provisions that have not been stated herein will be drafted and included as necessary.

CONSULTANT’S MINIMUM QUALIFICATIONS

Any consultant wishing to submit a proposal and be considered for this solicitation shall have had successful experience within the past five years on similar projects.

MANDATORY PRE-PROPOSAL CONFERENCE

There will be a mandatory pre-proposal conference held on the date on December 17, 2012. The pre-proposal conference is open to all interested Offerors and you are encouraged to attend. There will be no opportunity for a private or individual tours or presentations prior to the receipt of proposals and selection of the short-listed firms. Offerors are encouraged to submit pre-proposal questions in writing at least 10 days prior to the closing date/time. These questions must be submitted in writing and will be addressed by an addendum.
EVALUATION AND AWARD CRITERIA

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

- Management skills and technical expertise.
- Credentials of project team.
- Understanding of the tasks and requirements.
- Capability for timely response.
- Technical approach for current needs and after moving into new building.
- Overall quality and completeness of proposal.

The City of Suffolk may elect to continue the evaluation of the most qualified proposal(s) and may request that Offerors clarify or explain certain aspects of their proposals.

Two of the top ranked Offerors will be selected to conduct a study of the City of Suffolk’s current inventory of printers, multi-function devices, copiers, and wide-format equipment. We anticipate the study to take approximately six (6) weeks to complete. Solutions and plans shall be presented upon completion of the study and cost savings will be a major consideration when determining which Offeror the City chooses to enter into contract negotiations.

After solutions have been reviewed by the evaluation committee, the City shall select the Offeror which, in its opinion, has made the best proposal, and that Offeror will be asked to begin contract negotiations. 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.

If any Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations with that Offeror at any time.

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.

At any point in the evaluation process the City of Suffolk may employ any or all of the following means of evaluation:
• Reviewing industry standards
• Offeror presentations
• Site visits
• Contacting Offeror's references
• Product demonstrations/pilot tests/detailed demonstrations
• Review of pricing
• Contacting Offeror's customers
• Interviewing key personnel
• Requesting Offerors to elaborate on or clarify specific portions of their proposal

The City of Suffolk may limit all of the above to the most qualified proposals. No Offeror is guaranteed an opportunity to explain, supplement or amend its initial proposal. **Offerors should submit their best proposals and not assume there will be an opportunity to negotiate, amend or clarify any aspect of their initial submitted Proposals.** Therefore, each Offeror is encouraged to ensure that its initial proposal contains and represents its best offering.

Offeror should be prepared to conduct product demonstrations, pilot tests, presentations or site visits at the time, date and location of the City’s choice, should the City so request.

**THE CITY OF SUFFOLK SHALL NOT BE CONTRACTUALLY BOUND TO ANY OFFEROR PRIOR TO THE EXECUTION OF A DEFINITIVE WRITTEN CONTRACT.**
TECHNICAL REQUIREMENTS FOR FINAL NEGOTIATED CONTRACT

1. Proposed equipment shall meet the current U.S. Environmental Protection Agency’s and Department of Energy’s “Energy Star” guidelines.

2. Proposals shall include methods to provide adequate service levels on equipment such as: incorporating subcontractors or alliances to provide sales/service coverage, or providing in-house sales/service personnel.

3. The proposed solution shall include an additional power protection with each unit.

4. The plan shall include devices that operate on a standard 120 volt outlet. Exceptions may be discussed during final negotiations when the result will be savings for the City.

5. The solution proposed should work with multiple operating systems. A full explanation of the functionality of the suggested equipment will verify compatible systems and how they will network.

6. All service and sales personnel shall have appropriate training to provide continuing support of the fleet.

SERVICES TO BE IN FINAL CONTRACT

1. The Offeror shall include user training on installed devices. Details shall be provided with original submittal.

2. Installed equipment shall include any testing of the devices at time of installation.

3. Offeror shall include a timeline for service after notification of a problem.

4. Offeror shall provide loaner equipment if the equipment will be out of operation for more than 24 hours.

5. When lease agreements are established, your solution shall include pre-defined service level agreements.
6. The proposed solution shall describe the hours for hardware and software support for the equipment.

REQUIRED REPORTS

1. Solution shall provide monthly reports detailing products and equipment that has been placed in any of our locations.

2. The solution shall include an electronic service log that is available to authorized users.

3. The proposed solution shall include a summary monthly billing for the leased equipment that also includes a breakdown of costs per machine.

4. Detail with your solution any additional reports that may be a benefit to authorized users.

SECURITY OF DATA

Your proposed solution shall include the ability for the City of Suffolk to purchase hard drives from any MFD after the leasing period and/or prior to removal of the equipment from our locations.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

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

1. 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.
Ivy Crawford is the contracting officer for this RFP. All questions and/or comments should be directed to the Buyer’s attention in writing. icrawford@suffolkva.us. 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.

2. Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the Offeror to ensure that they have received all addenda prior to submitting a proposal. All addenda can be downloaded from www.suffolkva.us/bids/info/jsp.

3. Firm Pricing for City Acceptance

The City of Suffolk has a number of resources, such as the state contracts, contracts with other Virginia jurisdictions, and certain national contracts including: US Communities, NJP, etc. Offeror’s should provide pricing based on benchmarks on one or more of these preexisting contracts to assure fair market pricing. Prices shall remain firm according to the terms of the contract offered and supplied with submittals to this RFP. The contract submitted shall be at least as favorable to the City as the state contract.

4. Proprietary Information

Trade secrets or proprietary information submitted by a 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 propriety information must be listed on the attached “Proprietary/confidential Information Identification” form and submitted with the proposal.

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 THE FIRM
IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page.

Preparation and Submission of Proposals

Original hardcopy proposals should be bound with tabs delineating each section. The City of Suffolk requires that Offeror submit their proposal as follows:

1. One (1) complete original hardcopy, bound or contained in a single volume where practical, with permission to make copies

2. Six (6) sets of proposals on CD-ROM (copy)

3. One (1) copy of CD-ROM, with redactions, if necessary, consistent with the requirements of RFP

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

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

6. 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.

7. 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.

8. Each firm shall submit one (1) original and six (6) copies of their proposal (on CD-ROM) 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.

Proposals should be submitted to the following location:
To:
City of Suffolk Purchasing Division
ATTN: Ivy Crawford
441 Market Street
Room 105
Suffolk, VA 23434

All proposal materials (CD’s) are to be provided in either Microsoft Word or Excel.

A proposal submitted for consideration should be clearly marked on the outside cover of all envelopes, CDs, boxes or packages with the following:

  Name of Offeror
  Street Address or P.O. Box Number
  City, State, Zip Code
  RFP 2013-00037-IC

Proposals should be prepared and organized as indicated with Proposal Format, providing a concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

9. **Registering of Corporation**

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

10. **Late Proposals**

LATE proposals will not be considered. By request, at the Offeror’s expense, they may 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.

11. **Rights of the City**

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

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.

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.

14. **Announcement 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 the Purchasing Division, Room 105, 441 Market Street, Suffolk, Virginia.

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.

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

   If City Hall is closed for business at the time scheduled for acceptance of proposals, for whatever reason, the proposals will be accepted on the next scheduled business day, at the originally scheduled time.
17. **Use of Contract by Other Public Bodies**

Offerors are advised that the resultant contract may be extended, with the authorization of the Offeror, 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 statue, 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.

**SPECIFIC PROPOSAL REQUIREMENTS**

Offerors are to adhere to the specific format set forth in Table 2 below to aid the evaluation team in its efforts to evaluate all proposals fairly and equitably. Proposals that deviate from the requested format will require additional time for review and evaluation. The City of Suffolk may reject any proposal that is not in the required format, or does not address all the requirements of this RFP.

Proposals should be written specifically to answer this RFP. General “sales” material should not be used within the body of the proposal and any additional terms or conditions on the “sales” material will be considered invalid. If desired, Offeror may attach
such material in a separate appendix. It is essential that the proposal be thorough and concise. Offeror should avoid broad, unenforceable, or immeasurable responses and should include all requested information in each section as indicated below.

In order to facilitate the City of Suffolk’s review of the submitted proposals, Offerors are to provide the requested information in the following format. OFFEROR SHOULD PLACE ITS NAME, not “SUFFOLK”, IN EACH FILE NAME (e.g., ABC Corp MFD Transmittal.doc).

Proposals should be as thorough and detailed as necessary to allow the City of Suffolk to properly evaluate the Offerors’ capabilities to provide the required services. Offerors are required to submit the following items in the format provided as a complete proposal:
**Offeror’s Proposal Format for Written Proposal and each CD**

*Table 2*

<table>
<thead>
<tr>
<th>Section</th>
<th>Section Title</th>
<th>Contents/Deliverables (Each a separate file)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Signature Sheet and Cover Letter</strong></td>
<td>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 Offeror 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, email address and telephone number of the Offeror’s office.</td>
</tr>
<tr>
<td>1</td>
<td><strong>Executive Summary</strong></td>
<td>Top level summary of the most important aspects of the proposal, containing a concise description of the proposed solution(s). Requested limitation: 2 pages.</td>
</tr>
<tr>
<td>1</td>
<td><strong>Detailed Description of Proposed Solution(s)</strong></td>
<td>This section of the proposal should include a general discussion of the Offeror’s understanding of the “overall” project, answering the scope of services, functional and technical requirements and a summary of the Offeror’s products and services being proposed. Offeror must provide the information about the Offeror and any company that is proposing partnering or sub-contracting with or fulfilling this contract so that the City can evaluate the Offeror’s stability and ability to support the commitments set forth in response to this Request for Proposal. The City, at its option, may require the Offeror to furnish additional information or clarification. Requested limitation: 25 pages.</td>
</tr>
</tbody>
</table>
a. State your organization’s ability to complete the work within the time stipulated. If you are unable to meet the deadlines, please indicate the specific reasons that the deadlines cannot be met.

b. Describe in concise terms the methodology you will use to complete the requirements described in the RFP.

c. Describe any contract pricing that will be used to procure printers and contracted leasing pricing for any proposed MFD’s and wide-format printing/plotting devices (not including pricing data).

d. Describe your organization’s quality control/assurance program as it relates to this project.

1 Company Statement of Qualifications

Provide a brief background including years in business and office location. Provide an organizational charter, including all staff located at the office location provided with this proposal.

2 References

List your firms’ experience with similar type projects during the last five (5) years. Work with state and/or local governments is preferred. Provide client’s name, contact person, phone and/or email address along with project description and project date.

3 Appendices

Any optional information Offeror may wish to submit, and required forms from RFP.

4 Pricing

Detailed pricing of previously procured contracts that would be available to give us the most cost savings. Do not include any pricing data in any other section of your proposal.

5 Exceptions to the RFP

All requested information in this RFP must be supplied. Contractors may take exception to certain requirements in the RFP. All exceptions shall be clearly identified on the “Exceptions to RFP” sheet.

By submitting a proposal, Offeror certifies that all information provided in response to this RFP is true and accurate.
CONTRACT TERMS AND CONDITIONS

The resulting contract with the successful bidder will be subject to the following terms and conditions:

1.1 Non-Assignment

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

1.2 Non-Appropriation – Availability of Funds

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

1.3 Conflict of Interest

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

1.4 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.

1.5 Controlling Law

This Agreement is made, entered into, and shall be performed in the City of Suffolk, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules.

1.6 Venue; Pending/during Litigation

In the event of litigation concerning this Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the
exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

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

1.7 Hold Harmless Clause

The Contractor shall, during the term of the contract, defend, indemnify and hold harmless the City of Suffolk from and against any and all losses, damages, claims, fines, penalties, suits and costs, including bodily injury or death of any person(s), or loss or damage to property, as well as fines, assessments and penalties imposed by any authority which may arise out of any violations of law, 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.

1.8 Insurance

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

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

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

b. **Automobile Liability:** Coverage sufficient to cover all vehicles owned, used, or hired by the CONTRACTOR, his agents, representatives, employees or subcontractors.

   **Minimum Limits**
   - Automobile Liability:
     - $1,000,000 Combined Single Limit
     - $1,000,000 Each Occurrence Limit
     - $5,000 Medical Expense Limit

c. **Workers' Compensation:** Limits as required by the Workers' Compensation Act of Virginia. Employer's Liability: $1,000,000.

d. **Coverage Provisions**

   1. All deductibles or self-insured retention shall appear on the declaration pages, endorsements, and/or policies provided.

   2. The City of Suffolk, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. A copy of all endorsements, declaration pages and policies that address additional insured shall be provided. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

   3. The offeror’s insurance shall be primary over any applicable insurance or self-insurance maintained by the City.

   4. The insurer 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 coverage 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 declaration page(s), endorsement(s) and/or policies 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 with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. All documents are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval must be received from City's Risk Management Director.

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

1.9 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.
1.10 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.

1.11 Drug-free Workplace

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

1.12 Responsibility of Contractor

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

1.13 Payments to Subcontractors

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

1.14 Changes and Additions

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

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

1.15 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.

1.16 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 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.

1.17 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.

All invoices shall be forwarded to the following address:

City of Suffolk, Virginia
Information Technology
P.O. Box 1858
Suffolk, Virginia 23439

Upon acceptance of work, the City will render payment within forty-five (45) days of receipt of invoice. Interest shall accrue at the rate of one percent per month. Unless otherwise provided under the terms of this CONTRACT, interest for late payments shall not exceed one percent (1%) per month.
Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

1.18 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.

1.19 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.

1.20 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.

1.21 Safety

All contractor and subcontractor performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
1.22 **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)

1.23 **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.

1.24 **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.

1.25 **Faith-Based Organizations**

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

1.26 **Substitutions**

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

RETURN ALL OF THE FOLLOWING PAGES WITH COPIES OF DOCUMENTATION
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.

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

Complete Legal Name of Firm:____________________________________________

Address:______________________________________________________________

Federal ID No.:_______________

Telephone No.___________________  Fax No._________________

E-mail address (for purchase orders): ______________________________________

Name      (type/print):_________________________    Title:_____________________

Signature:________________________________________
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION
RFP #2013-00037-IC

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.

<table>
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<tr>
<th>SECTION/TITLE</th>
<th>PAGE NUMBER(S)</th>
<th>REASON(S) FOR WITHHOLDING FROM DISCLOSURE</th>
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EXCEPTIONS TO RFP
(RFP #2013-00037-IC)

Name of Firm/Offeror:____________________________________________

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

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<th>Offeror has included Anti-collusion Statement with proposal.</th>
<th>Yes / No</th>
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<tr>
<td>Offeror has included SCC Form with proposal.</td>
<td>Yes / No</td>
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<td>Offeror has included Insurance documents with proposal.</td>
<td>Yes / No</td>
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<td>Offeror has acknowledged any Addenda</td>
<td>Yes / No</td>
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<tr>
<td>Offeror has sent one written original proposal and seven CD’s</td>
<td>Yes / No</td>
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<td>I will accept payment by means of the City’s Purchasing Card.</td>
<td>Yes / No</td>
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<td>I will accept electronic transfer of funds as payment.</td>
<td>Yes / No</td>
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**PLEASE CIRCLE RESPONSE**
## Reference Form

1. **Firm Name**  
   **Contact**  
   **Title**  
   **E-mail**  
   **Mailing Address**  
   **Phone**  
   **Fax**

2. **Firm Name**  
   **Contact**  
   **Title**  
   **E-mail**  
   **Mailing Address**  
   **Phone**  
   **Fax**

3. **Firm Name**  
   **Contact**  
   **Title**  
   **E-mail**  
   **Mailing Address**  
   **Phone**  
   **Fax**

4. **Firm Name**  
   **Contact**  
   **Title**  
   **E-mail**  
   **Mailing Address**  
   **Phone**  
   **Fax**
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
### 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.

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<th>Name and Address of Bidder:</th>
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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